



# **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, RP, RR, FF

### **Introduction**

This hearing dealt with a cross application by the tenant and landlord.

The tenant applied seeking for the landlord to make certain repairs to the rental unit, and allow the tenant to reduce future rent for repairs, services, or facilities agreed upon but not provided, and for recovery of the filing fee associated with this application.

The landlord applied for an order of possession pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent, a monetary order to recover rental arrears and inclusive of recovery of the filing fee associated with this application, and an order to retain the security deposit in partial satisfaction of the monetary claim.

Both the tenant and the landlord appeared at and participated in the conference call hearing.

As a consequence of the 10 Day Notice issued by the landlord on January 2, 2009, the tenant vacated the rental unit in compliance with the notice to vacate by January 12, 2009. As the tenant has moved from the rental unit, and the actions sought in tenant's application are no longer relevant to the tenancy, this decision will only deal with matters pertaining to the monetary claims of both applications.

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

Is the tenant entitled to recovery of the filing fee from the landlord?

### **Background and Evidence**

The tenancy began on September 1, 2009. Rent in the amount of \$700 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$350. The tenant failed to pay rent for the month of January 2009 and on January 2, 2009 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant vacated the rental unit in compliance with the Notice to End Tenancy. The landlord realized on January 13, 2009 that the tenant had vacated the rental unit and agreed the rental unit was left in a clean and acceptable condition. The landlord did not immediately advertise the unit to mitigate revenue losses for the second half of the month. The landlord testified he did not again have new tenants for the rental unit until February 1, 2009.

### **Analysis**

Based on the testimony of both parties I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant chose not pay the outstanding rent for January, then accepted that the tenancy ended on the effective date of the notice, and vacated the rental unit by January 12, 2009.

I find that the landlord has established a claim for \$350 in unpaid rent for the first half of January 2009. The landlord is also entitled to recovery of the \$50 filing fee for a total claim of **\$400**.

As the tenant's application had no bearing on this decision I decline to grant the tenant recovery of their filing fee.

### **Conclusion**

I order that the landlord retain the deposit and interest of \$351.75 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$48.25**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 19, 2009