



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, CNR, OPR, OPC, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution.

The Tenant filed her Application requesting orders to cancel a 10 day Notice to End Tenancy for unpaid rent and to cancel a one month Notice to End Tenancy issued for cause by the Landlord.

The Landlord filed an Application requesting to end the tenancy based on a 10 day Notice to End Tenancy for unpaid rent and a one month Notice to End Tenancy issued for cause, to receive monetary orders for unpaid rent and utilities, to keep all or part of the security deposit, for compensation under the Act or tenancy agreement, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

At the outset of the hearing the Tenant testified she had already vacated the rental unit, and therefore, the matters dealing with the possession of the rental unit did not have to be dealt with.

Issues(s) to be Decided

Is the Landlord entitled to the monetary compensation sought?

Background and Evidence

The tenancy began in or about April of 2009, with the rent set at \$1,100.00 per month, and the Tenant paying the Landlord a \$500.00 security deposit on or about March 30, 2009.

The Landlord issued two Notices to End Tenancy to the Tenant, one at the end of December of 2009, and one in early January of 2010.

The Tenant testified she had vacated the rental unit on or about January 25, 2010.

The Landlord is claiming for rent due for rent for January of 2010, for utilities due in the amount of \$117.44, and to recover \$50.00 for the filing fee for the Application.

The Tenant testified she had used the January 2010 rent due to the Landlord to put a security deposit and pay rent in a different rental unit, where she had moved to.

Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached the tenancy agreement and the Act by failing to pay the Landlord the rent and utilities. I find that due to the breach of the Act by the Tenant the Landlord has suffered a loss.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find the Landlord is entitled to compensation from the Tenant in the amount of **\$1,267.44**, comprised of \$1,100.00 for rent, \$117.44 for outstanding utilities, and the \$50.00 filing fee for the Application.

I order that the Landlord may keep the security deposit of \$500.00, in partial compensation for the claim, and I grant the Landlord a monetary order for the balance due from the Tenant in the amount of **\$767.44**. This order is enforceable in the Provincial Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 18, 2010.

Dispute Resolution Officer