



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR  
DRI, CNR, O

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent. The Tenant(s) applied to dispute a rent increase and to cancel a Notice to End Tenancy for Unpaid Rent dated January 8, 2010.

One of the co-Tenants named on the Landlord's application did not sign the copy of the tenancy agreement provided by the Landlord and as a result, I find that she is not properly named as a Party to these proceedings and the style of cause has been amended accordingly

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there arrears of rent and if so, how much?
3. Has an invalid rent increase been imposed?

### Background and Evidence

This month to month tenancy started on August 1, 2009 and ended on February 3, 2010 when the Tenant moved out. Rent was \$850.00 per month payable in advance on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$425.00 at the beginning of the tenancy.

The Landlord claimed that the Tenant had rent arrears for September 2009 in the amount of \$280.00 and for each month from October 2009 to January 2010 in the amount of \$150.00 for a total of \$880.00. The Tenant claimed that disability pays \$700.00 of her rent and that she pays the balance. The Tenant admitted that she did not pay her portion or \$150.00 for September, October, November and December 2009 as well as January 2010.

The Landlord claimed that disability only paid \$570.00 on behalf of the Tenant for September 2009 and that he advised the Tenant about this in early September. The Tenant said she did not know how much disability actually paid the Landlord for September 2009 but admitted that she did not follow up with them to find out if the Landlord was correct about the amount he received for that month.



# Dispute Resolution Services

Page: 2

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## Analysis

I find on a balance of probabilities that there is unpaid rent of \$280.00 for September 2009. I make this finding having regard to the fact that the Tenant was advised of the shortfall in early September 2009 and again when she received the Landlord's application in this matter but took no steps to inform herself what was paid by disability for that month. As there is no dispute that \$150.00 per month is also unpaid for the period October 2009 – January 2010, I find that the Landlord is entitled to recover \$880.00 in unpaid rent.

As the Landlord has been successful in this matter, he is also entitled pursuant to s. 72 of the Act to recover the \$50.00 filing fee he paid for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing of \$505.00.

As the tenancy has ended, the Landlord's application for an Order of Possession and the Tenant's application to cancel a Notice to End Tenancy for Unpaid Rent are dismissed without leave to apply. I also find that there are no grounds for the Tenant's application to dispute a rent increase and it is dismissed without leave to reapply.

## Conclusion

A monetary order in the amount of **\$505.00** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

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 24, 2010.

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Dispute Resolution Officer