

DECISION

Dispute Codes FF, MNR, OPR

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties .

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for an Order of Possession based on a 10 day Notice to End Tenancy for non-payment of rent, a request for a monetary order for \$7,072.73, and a request of the respondent bear the \$100.00 cost of the filing fee paid for the application for dispute resolution.

Background and Evidence

The applicant testified that:

- The tenants January 2010 rent cheque was not honoured by the bank due to insufficient funds, and therefore there is still \$570.00 rent outstanding for January 2010.
- The tenant also failed to pay any rent for April 2010.
- The tenant was served with a 10 day Notice to End Tenancy for non-payment of rent on April 6, 2010, and has failed to pay the rent outstanding to date.
- The tenant has also failed to pay any rent for the month of May 2010.

- The tenant is only renting a room and shares a common area; however the tenant has changed the locks to the common area and denied access to the landlord. As a result the landlord has been unable to rent out the other rooms in the rental property for the months of April 2010 and May 2010.
- The tenant's monthly rent is \$800 per month; however the full amount of rent normally collected for the full rental property is \$3200.00 per month.

The applicant is therefore requesting an order as follows:

Rent outstanding for January 2010	\$570.00
Lost rental revenue for April 2010	\$2400.00
Rent outstanding for May 2010	\$800.00
Lost rental revenue for May 2010	\$2400.00
Outstanding Shaw utility bills	\$102.73
Filing fee for dispute resolution	\$100.00
Total	\$7172.73

The respondent testified that:

- She replaced the outstanding rent for January 2010 on January 9 by paying \$580.00 cash to the landlord, and she has supplied a receipt issued for that cash.
- She originally failed to pay April 2010 rent however it was subsequently paid by direct deposit to the landlord's bank account on April 12, 2010 and she has supplied a cancelled cheque, and a deposit slip showing that deposit.
- She has not paid any rent for the month of May 2010, because the landlord has not provided all the services that were promised at the beginning of the tenancy.
- She did change the locks to the common area of the rental property but felt she was justified in doing so because the landlord enters the common area without her permission and she is often wondering around either naked or in her underwear.
- She does not believe she should have to pay rent for the whole rental unit because she is only renting a room and not the whole area.
- She has not supplied the landlord with keys to the new locks.

- She has been willing to allow the landlord to make an appointment through a realtor to show the rental property however.

The respondent therefore believes that the landlord's application for an order possession should be dismissed and the monetary claim should also be dismissed.

Analysis

It is my decision that the landlord does have the right to an Order of Possession, because although it does appear that the tenant has paid the April 2010 rent by direct deposit, I do not accept that the January 2010 rent was paid in cash to the landlord.

The receipt that the tenants claims was issued by the landlord for the January 2010 rent is completely different from the other receipts issued by the landlord both in style, handwriting and signature. None of them match the other receipts issued by the landlord. I therefore do not accept this receipt as evidence of having paid January 2010 rent.

The \$3200.00 put on the Notice to End Tenancy by the landlord is not the correct amount of rent outstanding however at the time that the Notice to End Tenancy was issued the tenant owed \$1370.00, and can only show evidence of having paid \$800.00, and therefore the Notice to End Tenancy is still a valid notice. I therefore allow the landlords request for an Order of Possession.

It is also my decision that I will allow the majority of the landlords monetary claim.

The tenant changed the locks to the common area of the rental property without any authority to do so and as a result the property has not been accessible to the landlord for re-renting. Therefore I allow the landlords claim for lost rental revenue for both the months of April 2010 in May 2010, for a total of \$4800.00.

I also allow the landlords claim for the outstanding \$570.00 January 2010 rent.

I also allow the landlords claim for outstanding utilities totaling \$102.73

I also allow the landlords claim for rent for the month of May in the amount of \$800.00.

I also allow the landlords claim for the \$100.00 filing fee.

I deny the claim for April rent in the amount of \$800.00.

Conclusion

I have issued an order possession to the landlord that is enforceable two days after service on the tenant and have issued a monetary order for \$6,372.73

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: May 26, 2010.

Dispute Resolution Officer