



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNR, CNC, AS
OPR, OPC, MNR, MNDS, MNDC, FF

Introduction

This hearing dealt with cross applications from the landlord and tenant. The application by the tenant is to cancel a Notice to End Tenancy for Unpaid Rent, cancel a Notice to End Tenancy for Cause and allow the tenant to assign or sublet. The application by the landlord is for an Order or Possession for Unpaid Rent, Order or Possession for Unpaid Cause, a monetary order for unpaid rent, to keep all or part of the security deposit, compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing and gave affirmed testimony.

Issues to be Decided

Are the parties entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started on June 17, 2010 with monthly rent of \$830.00 and the Tenant paid a security deposit of \$415.00. On August 4 and October 4, 2010 the landlord served the tenant with a Notice to End Tenancy for Unpaid Rent. On October 4 and October 6 2010 the landlord served the tenant with a Notice to End Tenancy for Cause; Tenant has engaged in illegal activity that has, or is likely to: adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord; Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so; Tenant has assigned or sublet the rental unit/site without landlord's written consent.

The landlord testified that the tenant has not paid rent for the months of October and November 2010 and currently owes \$1660.00 in unpaid rent. The landlord also testified that the tenant has sublet his rental unit without the landlord's consent. The tenant has given keys to the sublet tenant without the landlord's authorization and has potentially put the property at risk and the landlord has no knowledge of who this tenant is. The tenant has also put the other building residents at risk due to a possible bed bug infestation and has refused on numerous occasions to allow the pest inspection company to come in and check his rental unit.

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The tenant testified that yes he does owe 2 month's rent and he has sublet his apartment. And although the tenant has sublet his apartment he does not at this time have the back rent owed the landlord. The tenant also confirmed that he has denied access to the pest control company so that they can check for bed bugs, the tenant stated that he is very clean and does not believe he has bugs in his rental unit. The tenant testified that he has had financial problems however when contacted by the landlord to come and discuss why rent was not paid, the tenant choose not to.

The tenant also stated that he did not like how the landlord/building manager treated him and spoke to him and that is part of the reason why the tenant has not paid rent or allowed access to his rental unit for a pest inspection. The tenant feels that he should be compensated for not being treated nicely and spoken to in a polite manner.

Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent. While the tenant applied to dispute the notice, he acknowledged that rent is overdue 2 months in the total amount of 1660.00. Accordingly, pursuant to section 55 of the Act I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim for \$1660.00 in unpaid rent. Should the landlord incur costs associated with this rental unit for damages, cleaning, move out or pest control in the future, the landlord has the option to make application to this office for a monetary order. The landlord is entitled to recovery of the \$50.00 filing fee.

All aspects of the tenant's application are hereby dismissed.

Conclusion

I hereby grant the Landlord an **Order of Possession**, effective **2 days** after service of the Order upon the Tenant(s). This Order must be served on the Tenant(s) and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$1660.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's \$415.00 security deposit in partial satisfaction of the claim and I grant the landlord an monetary order under section 67 for the balance due of \$1295.00 ($\$1660.00 + \$50.00 = \$1710.00 - \$415.00 = \1295.00)



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Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1295.00**. 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: November 3, 2010

Dispute Resolution Officer