



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

Dispute Codes      ERP, PSF, CNR, MNR, MNSD, MNDC, FF

## Introduction

This hearing was convened in response to applications filed by both the tenants and the landlords. The tenant seeks:

1. To cancel a Notice to End Tenancy given for unpaid rent;
2. An order that the landlord make emergency repairs;
3. An order that the landlord provided services and/or facilities.

The landlord seeks:

1. A monetary order for unpaid rent;
2. An order to be allowed to retain the security deposit;
3. A monetary order for compensation for damage or loss; and
4. Recovery of the filing fee.

All parties appeared at the hearing of this matter and gave evidence under oath.

## Issue(s) to be Decided

Are the parties entitled to the orders sought?

## Background and Evidence

This tenancy began September 1, 2010 rent was fixed at \$750.00 per month and the tenants paid a security deposit of \$350.00. The tenant testified that she vacated the rental unit on February 1, 2011 and left the keys to the rental unit with the witness RH who she says represents the landlord as a property manager. The tenant agrees that she has not paid rent for January but says she did not do so because she was without a working toilet and properly functioning septic holding tank for 1.5 months. Further that she has been dealing with the health and municipal authorities who tell her the rental unit is illegal.

The landlord says RH is not his property manager and that he is the tenant of the other rental unit on the property. The landlord says the toilet was broken for sometime because too much toilet paper and/or feminine hygiene products had been flushed down the toilet. The landlord says that together with the witness RH the tenant TH repaired the toilet.

### Analysis

The tenancy is over. The tenant's applications are therefore dismissed.

The evidence is that the tenant has not paid rent for January and she vacated the rental unit February 1, 2011. I find that the landlord is entitled to rent for January 2011 in the sum of \$750.00. Because the tenant remained in possession of the keys until February I find that the tenants are responsible for half of February's rent in the sum of \$375.00. As the landlord has been successful in his claims I will allow him to recovery the security deposit and to retain the security deposit in partial satisfaction of his claims.

Calculation of monetary award in favour of the landlord:

January rental arrears	\$750.00
Half of February	350.00
Filing Fee	50.00
Less Security Deposit	-350.00
Total remaining owing by the tenants to the landlords	\$800.00

### Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of 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*.

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