



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OLC, RP, PSF  
OPR, OPB, MNR, MNSD, FF

### Introduction

This hearing dealt with cross applications by the landlord and tenant.

The application by the tenant is to cancel a notice to end tenancy for unpaid rent, to order the landlord to comply with the Act, make repairs to the unit and provide services or facilities required by law.

The landlord's application is for an order of possession for unpaid rent, an order of possession for breach of the agreement, a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

### Background and Evidence

This tenancy began November 1, 2010 with monthly rent of \$1800.00, the tenant paid a security deposit of \$900.00.

The landlord testified that the tenant has not paid the May or June 2011 rent and currently owes the landlord \$3600.00 in unpaid rent. The landlord stated that the tenant had been advised to pay the rent in cash or certified cheque at their office as the tenant put a stop payment on a rent cheque and had purposely filled another out with information missing so the bank would not honour the cheque.

The tenant responded by saying she had been nervous when filling out the cheque and was in fear of physical attack by the landlord and afraid to go to his place of work. The tenant stated that as she had been told by the landlord's manager that she had to deal

with him only so made no other arrangements or attempts to get the rent paid as she was afraid of the landlord.

The landlord stated that they believed the tenant to still be occupying the rental unit as there is furniture in the house and the tenant's car was seen there recently. The tenant stated that she had vacated the rental unit as of June 17, 2011 and that anything left in the house the tenant was abandoning and the landlord could keep.

The landlord stated that the tenant gave no notice that she was vacating, still has the keys to the residence and did not make herself available for a move out inspection. The landlord is very concerned about the condition of the rental unit and requested to not claim against the security deposit in this application and leave it in place for a future claim for damages and cleaning costs. The landlord commented that during the tenancy the tenant was in breach of the agreement as she refused to allow the landlord to complete bi-monthly inspections which were a requirement of the property owner's insurance.

As the landlord has withdrawn their application to claim against the security deposit, this portion of the landlord's application is hereby dismissed.

As the tenant had vacated the rental unit, the landlord no longer requires an order of possession for breach of the agreement and this portion of the landlord's application is hereby dismissed.

Although the tenant had vacated the rental unit, to ensure possession of the property the landlord is requesting that an order of possession for unpaid rent be issued.

The landlord is seeking \$3600.00 compensation for unpaid rent for the months of May and June 2011.

The tenant testified that she vacated the rental unit as she was fearful for her life, the landlord had attacked her boyfriend and the landlord had asked her to leave. The tenant stated that she wished to claim compensation for the landlord falsely advertising the rental unit as having air conditioning, paying too much rent for a house without air conditioning, not responding to requests for repairs and for being verbally and physically abusive to the tenant and her boyfriend however the tenant has not applied for compensation in this application.

The landlord requested the tenant's forwarding address and the tenant responded by telling the landlord she had moved to the United States and that he could use her Alberta address as a forwarding address.

### Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds to have the notice to end tenancy for unpaid rent upheld and are entitled to an order of possession and a monetary order for unpaid rent.

I find that the landlord has established a claim for \$3600.00 in unpaid rent.

The landlord is entitled to recovery of the \$50.00 filing fee.

Based on the documentary evidence and testimony I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds to have the notice to end tenancy for unpaid rent set aside as the tenant has not paid the May or June 2001 rent. As the tenant has vacated the rental unit the tenant is not entitled to an order for the landlord to comply with the *Act*, make repairs or provide services.

The tenant's application is dismissed in its entirety without leave to reapply.

### Conclusion

I find that the landlord has established a monetary claim for \$3600.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord a monetary order under section 67 for the amount of **\$3650.00**.

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: June 23, 2011.

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Residential Tenancy Branch