



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      Tenant   CNR, MNDC, FF  
                                 Landlord   OPR, MNR, FF

### Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking an Order of Possession, a monetary order for unpaid rent and to recover the filing fee for this proceeding.

The Tenant filed to obtain an order to cancel the Notice to End Tenancy, for compensation for a loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

Service of the hearing documents by the Landlord to the Tenant were done by personal delivery on June 17, 2011 in accordance with section 89 of the Act.

Service of the hearing documents by the Tenant to the Landlord were done by personal delivery on June 20, 2011.

The Landlord and Tenant both confirmed that they received the other's hearing packages.

### Issues to be Decided

Landlord:

1. Is the Landlord entitled to an Order of Possession?
2. Is there unpaid rent and if so how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?

Tenant:

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?
2. Has the Tenant had a loss or damage and if so how much?
3. Is the Tenant entitled to compensation for a loss or damage and if so how much?



# Dispute Resolution Services

Page: 2

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## Background and Evidence

This tenancy started approximately 4 years ago on or around January, 2008 as a month to month tenancy. Rent is \$215.40 per month payable on or in advance of the 1<sup>st</sup> day of each month.

The Landlord said that the Tenant did not pay \$215.40 of rent for June, 2011 when it was due and as a result, on June 7, 2011 he posted a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated June 7, 2011 on the door of the Tenant's rental unit. The Landlord continued to say the Tenant has unpaid rent for July, 2011 in the amount of \$215.40.

The Landlord further indicated that the Tenant is living in his manufactured home on the pad in the park. The Landlord said he has gone to dispute resolution 3 times in the last 5 months with the Tenant for unpaid rent. The Landlord continued say that he has received Orders of Possession and monetary orders for the Tenant to pay the unpaid rent and the filing fees. The Landlord said he has accepted the unpaid rent previously which in effect has reinstated the tenancy. The Landlord said the Tenant has not paid him the filing fees, which now adds up to \$150.00. The Landlord said he would settle this dispute if the Tenant agreed to pay the unpaid rent of \$430.80, the \$150.00 of filing fees and if the Tenant agrees to pay the rent on time in the future.

The Tenant said the Landlord damaged the paint on his door when he taped the Notice to End Tenancy to the door. The Tenant continued to say he wants the Landlord to clean or repair the door or he has requested \$250.00 of damages for the damage to the door. The Tenant said he made an estimate on the cost to repair the door and he did not submit any evidence to support that the door has been damaged or the costs to repair the door.

The Tenant did not accept the Landlord's offer to settle the dispute and he requested a decision from the Residential Tenancy Branch.

The Landlord said he is requesting an Order of Possession and a monetary order for unpaid rent and for the filing fee for this proceeding.

The Tenant said he has not paid the rent for June, 2011 in the amount of \$215.40 and he has not paid the July, 2011 rent in the amount of \$215.40.

## Analysis

Section 20 (1) of the Act says that a Tenant must pay rent when it is due under the Tenancy agreement, whether or not the landlord complies with this act, the regulations or the tenancy agreement, unless the tenant has a right under the Act to deduct all or a portion of the rent.

The Tenant does not have the right to with hold part or all of any unpaid rent and the Tenant stated he has not paid the June or July, 2011 rent. Consequently I find the Tenant has not established grounds to be entitled to an Order to Cancel the Notice to End Tenancy dated June 7, 2011 and I dismiss the Tenant's application to cancel the Notice to End Tenancy . As well the Tenant has not submitted any proof that the door was damaged or that the Landlord caused any damage to the door therefore I dismiss the Tenant's monetary claim for \$250.00. In addition as the Tenant is unsuccessful in this matter I order the Tenant to bear the cost of the filing fee of \$50.00 that he has already paid.

I find that the Tenant has not paid the overdue rent and has not been successful in cancelling the Landlord's Notice to End Tenancy for Unpaid Rent. Consequently, I find pursuant to s. 48 of the Act that the Landlord is entitled to an Order of Possession to take effect July 31, 2011.

I also find that the Landlord is entitled to recover unpaid rent for June, 2011 in the amount of \$215.40 and unpaid rent for July, 2011 in the amount of \$215.40.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$ 430.80	
Recover filing fee	\$ 50.00	
Subtotal:		\$ 480.80
Balance Owing		\$ 480.80



# Dispute Resolution Services

Page: 4

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## Conclusion

An Order of Possession effective July 31, 2011 and a Monetary Order in the amount of \$480.80 have been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

The Tenant's application is dismissed without leave to reapply.

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*.

---

Residential Tenancy Branch