



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR, FF
 CNR, FF

Introduction

This hearing dealt with cross applications by the landlord and tenant. The application by the landlord is for an order of possession for unpaid rent, a monetary order for damages, a monetary order for unpaid rent and recovery of the filing fee. The application by the tenant is to cancel a notice to end tenancy for unpaid rent 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

On September 9, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, the tenant has filed to dispute this notice.

The landlord testified that one of the tenants vacated in May 2011 and they made an agreement with the second tenant to continue the tenancy. The landlord stated that the tenant has been repeatedly late with the rent and did not pay all of the May or June rent and that the tenant has not paid the September or October rent. The landlord stated that the tenant owes May rent of \$5.00, June rent of \$3.00, September rent of \$830.00 and October rent of \$830.00 for a total of \$1668.00 in unpaid rent.

The landlord stated that the tenant lost his keys to the rental unit and broke a window to gain access. The landlord stated that the tenant also changed the locks without the landlord's permission and did not provide the landlord a key to the rental unit. The landlord said that the tenant kept promising to fix the window but that he still has not done so. The landlord is seeking \$400.00 compensation for repair of the broken window.

The tenant stated that he had changed the locks to the rental unit as he was afraid that his ex-girlfriend would come to the rental unit when he wasn't home and take all of his

belongings. The tenant stated that the window had not been fixed yet because of his financial situation and that he was attempting to get the rent paid before fixing the window.

The tenant testified that he had been out of work and that in September he tried to pay rent to the landlord's son but that the landlord refused to accept it, the landlord denied this stating that he son was out of the country during this time. The tenant did acknowledge that the rent remains unpaid and that no rent has been paid since issuance of the September 9th notice. The tenant asked the landlord for time to pay the rent in full so that the tenancy could continue however the landlord denied this request.

The landlord in this application is seeking \$2110.00 compensation for loss and unpaid rent. As the tenant remains in the rental unit the landlord has requested an order of possession effective 2 days after service upon the tenant.

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 for entitlement to an order of possession for unpaid rent and a monetary order for unpaid rent.

Accordingly I find that the landlord has established a claim for \$1668.00 in unpaid rent.

The landlord however had not suffered a financial loss in regards to the repair of the window as the window has not yet been repaired. Therefore this portion of the landlord's application is dismissed with leave to reapply.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$1668.00 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 **\$1718.00**.

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.

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant. This Order must be served on the tenant and may be filed in the Supreme 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: October 18, 2011.

Residential Tenancy Branch