



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC MND MNR MNDC FF O

### Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. An agent for the landlord and the tenant participated in the teleconference hearing.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on May 1, 2011. On September 28, 2011 the landlord served the tenant with a notice to end tenancy for cause. The tenant did not vacate the rental unit.

#### *Landlord's Evidence*

The tenant did not dispute the notice to end tenancy. The tenant told the landlord she was moving out, but she asked for more time. The landlord does not trust the tenant to move out and has applied for an order of possession pursuant to the notice to end tenancy.

The landlord has applied for monetary compensation as follows:

- 1) \$50 unpaid rent for June 2011;
- 2) \$112 to replace a broken window – in mid-July 2011 a window in the rental unit was broken. The tenant said that she would have it fixed, but she never did. The landlord repaired the window at the end of September 2011, and provided a receipt for the cost of the new window; and
- 3) \$20 that the tenant owes the landlord for the cost of filling a propane tank.

### *Tenant's Response*

At the end of October 2011 the landlord cashed the tenant's rent cheque for November 2011. The landlord did not issue a receipt or otherwise indicate that the payment was being received for use and occupancy only.

The tenant acknowledged that she owes the landlord \$50 for unpaid rent for June 2011. The tenant intended to fix the broken window, and would have done so for a much lower cost. The tenant disputes owing \$20 for the propane, as she only used the propane for one afternoon, and would not have used the whole tank of propane.

### Analysis

When the landlord accepted the tenant's rent for November 2011 and they did not issue a receipt or otherwise indicate that the payment was being received for use and occupancy only, the landlord reinstated the tenancy. The landlord therefore is not entitled to an order of possession.

The landlord is entitled to the \$50 unpaid rent for June, as acknowledged by the tenant.

I am also satisfied that the landlord is entitled to the cost for the window. The tenant did not dispute that she or her guests were responsible for the damage to the window. The landlord gave the tenant ample time to repair the damage, but the tenant did not do so. I find that the cost claimed by the landlord for the window is reasonable.

I cannot address the landlord's claim for reimbursement of the propane cost. I do not have the authority under the *Residential Tenancy Act* to enforce an agreement between a landlord and a tenant that is not related to the tenancy.

As the landlord's application was not fully successful, I find they are not entitled to recovery of the filing fee for the cost of their application.

Conclusion

The landlord's claim for an order of possession is dismissed. The tenancy continues on a month-to-month basis until such time as the landlord or tenant ends the tenancy in accordance with the *Residential Tenancy Act*.

I grant the landlord an order under section 67 for the balance due of \$162. This order may be filed in the Small Claims Court 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 17, 2011.

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Residential Tenancy Branch