



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a single detached home. The tenancy started on July 1, 2005. The rent is \$1080.00 per month and the landlord said that the tenant did not pay a security deposit.

The landlord testified that he served the tenant with a 2 Month Notice to End Tenancy on December 27, 2011, with an effective date of March 1, 2012. The landlord stated that the tenant has not paid rent for December 2011 and January 2012, and that on January

10, 2012 he also served the tenant with a 10 Day Notice to End Tenancy with an effective date of January 23, 2012.

The tenant testified that the City issued outstanding orders against the house, and she enumerated a series of issues that the landlord failed to address over the years, such as no hot water, no working toilet, unusable top floor due to mould and pigeons having taken residency, and rat infestation. The tenant stated that she spent \$2300 to make the basement somewhat liveable. She said that she did not pay rent for these two months; she said that she moved out on March 1st as per the 2 Month Notice, and that in view of the living conditions this would be an amiable way to part. She said that she still has personal belongings and the keys to the house.

Analysis

Section 26(1) of the *Act* specifies in part that a tenant must pay the rent when it is due under the tenancy agreement whether or not the landlord complies with the *Act*. Concerning the condition of the house, a remedy for the tenant would be to seek assistance through the Residential Tenancy Branch and to make an application for dispute resolution to resolve the issue if the landlord fails to attend to them as required.

The tenant moved out on March 1st, 2012 pursuant to the 2 Month Notice to End Tenancy and is not required to pay rent for February 2012. She is required however to pay rent for December 2011 and January 2012.

Conclusion

I grant the landlord an Order of Possession effective two days from the date the order is served upon the tenant.

This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The landlord established a claim of \$2160.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$2210.00.

This Order may be registered 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: March 22, 2012.

Residential Tenancy Branch