



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF, CNR, MNDC  
                                 CNR, MN, FF

## **Introduction**

This hearing dealt with applications filed by both the landlord and the tenant.

The landlord seeks:

1. A monetary order pursuant;
2. An Order of Possession; and
3. An Order to recover the filing fee.

The tenant seeks:

1. To cancel the Notice to End Tenancy given for unpaid rent;
2. A monetary Order; and
3. Recovery of the filing fee paid for this application.

Both parties appeared at the hearing. I accept that the tenant was properly served with the Notice to End Tenancy and both parties were served with the other's Application for Dispute Resolution hearing package.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

**Issue(s) to be Decided**

Whether the landlord has cause to end this tenancy and receive an Order of Possession and whether the landlord is entitled to monetary order for unpaid rent and recovery of the filing fee.

Whether the tenant is entitled to the monetary Order sought.

**Background and Findings**

**Order of Possession**

The landlord testified that the tenant vacated on March 19, 2012 therefore an Order of Possession is no longer required.

**Monetary Order**

***Rental Arrears***

The landlord testified that the tenant did not pay rent of \$800.00 for each of February, March or April 2012. The landlord therefore seeks a monetary Order in the sum of \$2,400.00 to recover those arrears.

The tenant says the landlord asked him to complete repairs on the rental unit and the tenant has made those repairs but the landlord has not reimbursed him for the sums he has expended. The tenant is claiming \$1,973.00 for those repairs. The tenant says the repairs actually cost more but he has deducted the rents he believes he owes from the total amount outstanding.

The landlord says no such agreement was ever made. The landlord says the tenant asked to be allowed to make changes to the rental unit for his own purposes but there was never any discussion about the landlord reimbursing him for those repairs. The landlord says they knew nothing of these repair costs until today.

The tenant agrees that there is nothing in writing about this arrangement. The tenant says that he has never asked the landlord to pay the sums and he never tendered receipts for items purchased.

Overall I find that the landlord has failed to prove his claims and that the landlord has shown that rent has not been paid as set out in her claim. I will therefore allow the landlords claim for rental arrears in the sum of \$2,400.00.

***Filing Fees***

I find that the landlord is entitled to recover the filing fees paid for this application.

***Calculation of total Monetary Award***

The landlord holds a security deposit of \$400.00 paid July 2009. I will use the offsetting provisions of Section 72 of the Act to allow the landlords to retain this sum in partial satisfaction of the monetary award made in favour of the landlords as follows:

Rental Arrears	\$2,400.00
Less security deposit off-set	-400.00
Total Monetary Award	\$2,050.00

**Conclusion**

The landlord is provided with a formal copy of an Order for the total monetary award as set out above. This is a final and binding Order enforceable as any other Order of the Provincial Court of British Columbia.

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: April 04, 2012.

---

Residential Tenancy Branch