



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC and MNDC

Introduction

This hearing was convened on an application made by the landlord on August 9, 2012 for an Order of Possession pursuant to a one-month Notice to End Tenancy for cause – repeated late payment of rent - served in person on July 27, 2012. The landlord also sought a Monetary Order for unpaid rent.

At the commencement of the hearing, the parties advised that the tenant had vacated the rental unit on or about August 15, 2012 and that the Order of Possession was no longer required.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a Monetary Order for unpaid rent and in what amount.

Background and Evidence

This tenancy began on or about December 1, 2011 when the tenant first rented one of the suites in the home, and shortly after took occupancy of the whole house. After the change, rent was \$1,950. The landlord held a security deposit of \$625 which has been dealt with by agreement of the parties.

The landlord submitted into evidence a series of 39 emails from January 9, 2012 to August 3, 2012. The majority of the emails are acknowledgements by the landlord of partial rent payments and a statement of the balance remaining.

With the exception of two deductions the tenant felt should be credited to him, the parties agreed that the outstanding balance was \$4,000.

The tenant stated that as new tenants had taken over the rental unit the day after he left, that he should receive a credit for half of the rent for August. The landlord stated that new tenants had been allowed access to do repairs on the rental unit to prepare for occupancy, but they had been advised that the respondent had legal occupancy until August 31, 2012. The landlord stated he received no rent for August.

The landlord stated that he had given the respondent tenant one and one-half month's free rent at the beginning of the tenancy in exchange for repairs. The tenant acknowledged some free rent but challenged the length of the free period.

The tenant also felt that he should receive some credit for a greenhouse that he had repaired on the property. The landlord stated that the greenhouse was on the property when the tenant moved in, but stated that the tenant was welcome to take it.

Analysis

Section 67 of the *Act* authorizes the director's delegate to determine an amount owed by one party to another as a result of a breach of the legislation or rental agreement, and to order that the amount in question be paid.

In the present matter, I find that the tenant owes to the landlord the \$4,000 claimed and that the evidence for offsetting consideration is not compelling.

The landlord did not request recovery of the filing fee for this proceeding on the application.

Conclusion

The request for an Order of Possession was withdrawn as the tenant has vacated the rental unit.

The landlord's copy of this decision is accompanied by a Monetary Order for **\$4,000.00**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: September 10, 2012.

Residential Tenancy Branch