



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR, MND, MNSD, FF

### Introduction

This hearing was scheduled in response to the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, what ultimately became a month-to-month tenancy began on November 1, 2009. Monthly rent at the outset of tenancy was \$950.00, and rent is due and payable in advance on the first day of each month. Effective November 1, 2011, monthly rent was increased to \$975.00. A security deposit of \$475.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Arising from rent of \$975.00 which was unpaid when due on June 1, 2012, the landlord issued a 10 day notice to end tenancy for unpaid rent dated June 2, 2012. The notice was served by way of posting on the tenant's door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is June 12, 2012. The landlord claims that the tenant subsequently made a payment toward June's rent in the limited amount of \$175.00, leaving a balance owing of \$800.00 (\$975.00 - \$175.00). In exchange for this payment the landlord issued a receipt dated June 11, 2012 with the notation: "use and occupancy only."

Concerning June's rent, the tenant claims that he also dropped off a separate cash payment of \$800.00 at the building manager's office. The building manager was not present at that time. The landlord's agent testified that as no such cash payment was

found, no receipt was issued. The landlord's agent also testified that a review of video recording made of the delivery site during the time(s) when the tenant claims to have dropped off the \$800.00, failed to reveal any evidence of such a payment being made.

Thereafter, the tenant paid rent in full for July and vacated the unit on July 31, 2012, at which time a move-out condition inspection report was completed with the participation of both parties.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

The various aspects of the landlord's claim and my findings are set out below.

**\$800.00\***: *unpaid rent for June*. Based on the documentary evidence and testimony, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent of \$975.00 dated June 2, 2012. I further find that the tenant subsequently made a \$175.00 payment towards this rent for which a receipt was issued. While the tenant claims that he also made a separate payment for the balance of \$800.00, I note that he did not apply to dispute the landlord's 10 day notice. In the absence of sufficient evidence that the tenant paid more than only \$175.00 toward June's rent, I prefer the testimony of the landlord's agent and I find on a balance of probabilities that rent in the amount of \$800.00 remains unpaid for June. Accordingly, I find that the landlord has established entitlement to the full amount claimed.

**\$25.00\***: *fee assessed for late payment of June's rent*. Following from the findings set out immediately above and, consistent with the provision in the tenancy agreement concerning the assessment of fees for late payment of rent, I find that the landlord has established entitlement to the full amount claimed.

**\$150.00\***: *charges assessed for unit cleaning*. During the hearing the tenant testified that he does not dispute this aspect of the landlord's claim. Accordingly, I find that the landlord has established entitlement to the full amount claimed.

**\$12.00\***: *key replacement*. During the hearing the tenant testified that he does not dispute this aspect of the landlord's claim. Accordingly, I find that the landlord has established entitlement to the full amount claimed.

**\$50.00**\*: *filing fee*. As the landlord has succeeded with this application, I find that the landlord has established entitlement to recovery of the full filing fee.

Following from all of the above, I find that the landlord has established entitlement to a claim in the total amount of **\$1,037.00**. I order that the landlord retain the security deposit of **\$475.00**, and I grant the landlord a **monetary order** for the balance owed of **\$562.00** (\$1,037.00 - \$475.00).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$562.00**. Should it be necessary, this order may be served on the tenant, 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: October 25, 2012.

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Residential Tenancy Branch