



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, OPE, MNR, MNDC, MNSD, FF / CNR, FF

Introduction

This hearing concerns 2 applications: i) by the landlord for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee; and ii) by the tenant for cancellation of a notice to end tenancy for unpaid rent / and recovery of the filing fee.

Both parties attended and / or were represented at the hearing and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

The parties appear to agree that the tenancy and the tenant's role as building relief manager (employee) began at the same time on September 15, 2012. The parties also appear to have entered into an arrangement, pursuant to which the unit was made available to the tenant only for so long as he remained an employee. The amount of the tenant's monthly salary and his monthly rent appear to be identical: \$1,060.00. The mechanics of this arrangement are such that the landlord pays the tenant his salary, and the tenant then in turn pays the landlord rent in the same amount. No security deposit was collected.

However, while the tenant has been paid some salary prior to being terminated as an employee sometime in October 2012, no rent has been paid.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated October 19, 2012. A copy of the notice was submitted in evidence. The notice was served by way

of posting on the tenant's door on that same date. Subsequently, the tenant filed an application to dispute the notice on October 25, 2012.

The landlord also issued a 1 month notice to end tenancy for end of employment dated October 18, 2012, which was served by way of posting on the tenant's door at the same time as the 10 day notice was posted on October 19, 2012. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is November 30, 2012. The reason shown on the notice for its issuance is as follows:

Tenant's rental unit/site is part of an employment arrangement that has ended and the unit/site is needed for a new employee.

The tenant has not filed an application to dispute the 1 month notice.

Most recently, the landlord issued a 10 day notice to end tenancy for unpaid rent dated November 6, 2012, a copy of which was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is November 30, 2012. The notice was served by way of posting on the tenant's door on November 6, 2012. The tenant has not filed an application to dispute the notice, and he continues to reside in the unit.

During the hearing the tenant testified that while it is presently his intention to vacate the unit, he disputes that he owes any rent.

The landlord also seeks to recover compensation arising from the services of a locksmith. The landlord claims that after the tenant's employment was terminated and while he was still a tenant, he failed to return all keys which were originally given to him. As a result, a locksmith attended the site and services included, but were not necessarily limited to, rekeying of locks and provision of new door keys as well as 2 new elevator keys. A copy of the invoice submitted into evidence shows a total cost of \$377.44. During the hearing the landlord offered to reduce this amount by \$45.00 (the cost of 15 new keys @ \$3.00 per key) to \$332.44. While the tenant disputes this aspect of the claim, he was unable to account for the whereabouts of all keys which had originally been given to him.

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

First in regard to the landlord's application for an order of possession, based on the documentary evidence and testimony, further to a 10 day notice to end tenancy for unpaid rent dated October 19, 2012 which the tenant has disputed, I find that the tenant was also served with 2 additional notices: a 1 month notice to end tenancy for end of employment dated October 18, 2012, and a 10 day notice to end tenancy for unpaid rent dated November 6, 2012. Both of the latter 2 notices identify November 30, 2012 as the date by when the tenant must vacate the unit, and the tenant has not filed an application to dispute either of these 2 particular notices. Accordingly, I find that the landlord has established entitlement to an order of possession.

As for the landlord's claim for compensation, I find that no rent whatsoever has been paid by the tenant. I further find that beyond stating that he is a "student," the tenant presented no cogent argument in support of any reason(s) for not paying any rent. In the result, I find that the landlord has established entitlement to compensation for unpaid rent in the total amount of **\$2,650.00**, which is comprised as follows:

\$530.00: *unpaid rent for the period from September 15 to 30*
\$1,060.00: *unpaid rent for October*
\$1,060.00: *unpaid rent for November*

Further, I find that the landlord has met the burden of proving entitlement to recovery of costs arising from the services of a locksmith in the total amount of **\$377.44**. I am persuaded that this cost was the result of the actions and / or neglect of the tenant.

As the landlord has succeeded with the application, I find that the landlord has established entitlement to recovery of only 1 of what are 2 separate **\$50.00** filing fees paid. While it is not entirely clear why the landlord filed 2 separate but similar applications, it may be the result of the landlord's involvement of an agent to act on its behalf following its first application for dispute resolution.

As the tenant has not succeeded with his application, the tenant's application is hereby dismissed.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective no later than

two (2) days after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$3,077.44** (\$2,650.00 + \$377.44 + \$50.00). 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: November 30, 2012.

Residential Tenancy Branch