



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNR, OPR, FF

Introduction

This hearing was convened in response to applications by the tenant and the landlord.

The tenant's application is seeking orders as follows:

1. To cancel a notice to end tenancy for unpaid rent; and
2. Recover the cost of filing fee from landlord.

The landlord's application is seeking orders as follows:

1. For an order of possession for unpaid rent;
2. For a monetary order for unpaid rent; and
3. To recover the cost of filing fee from tenant.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary Issue

Both parties are verbally seeking monetary compensation for damage or loss under the Act from the other party. However, neither party has included any particulars relating to that dispute in their applications.

Under Section 59 (2) of the Act states an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. As a result, neither parties request for monetary compensation for damage for loss under the Act proceeded at today's hearing. The parties are at liberty to file a new application with the full particulars of that dispute. Only the particulars detailed in the applications proceeded at today's hearing.

At the onset of the hearing the parties agreed the tenancy ended on October 31, 2012, and an order of possession is no longer required.

As a result, the tenant's application to cancel the notice to end tenancy is dismissed. The tenant is not entitled to recover the cost of the filing fee from the landlord

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?
Is the landlord entitled to recover the cost of the filing fee from the tenant?

Background and Evidence

The tenancy began on August 1, 2011. Commencing on September 1, 2012, rent in the amount of \$1,043.00 was payable on the first of each month. The tenancy agreement states the tenant paid a \$500.00 security deposit.

The parties agreed rent was not paid for October 2012.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

- 26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find that the tenant has failed to pay rent under the Act and tenancy agreement.

I find the landlord has established a total monetary claim of **\$1,093.00** comprised of the unpaid rent owed for October 2012, and the \$50.00 fee paid by the landlord for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The tenant failed to pay rent and vacated the rental unit. The landlord is granted a monetary order for rent due.

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 16, 2012.

Residential Tenancy Branch