



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, OPR, MNR, MNSD, RP, FF, MT

Introduction

This hearing was convened in response to an application by the landlord **and** an application by the tenant.

The tenant sought to cancel a 10 Day Notice for Unpaid Rent (Notice to End) and for the landlord to make repairs to the unit. The tenant applied for more time to dispute the notice to end, but it is not necessary. The landlord sought an Order of Possession due to unpaid rent, a Monetary Order to recover rental arrears and inclusive of recovery of the filing fee associated with this application, and an order to retain the security deposit in partial satisfaction of the monetary claim.

Both parties appeared in the conference call hearing and participated with their submissions and testimony.

The tenant advised they vacated the unit on April 24, 2013; therefore an Order of Possession is not necessary.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The testimony of the landlord and the tenant is that the tenancy began on January 29, 2013. Rent in the amount of \$1000 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500.00. The tenant failed to pay rent in the month of April 2013, and on April 04, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent effective April 16, 2013. The tenant vacated April 24, 2013. The quantum of the landlord's monetary claim is for the rent arrears for April 2013 in the amount of \$1000.

The tenant does not dispute that the rent for April 2013 has not been paid and does not possess any proof of such, or an order from an Arbitrator allowing them to keep all of the rent, or that the tenant held back the rent, with prior notice to the landlord, for the cost of emergency repairs

Analysis

Based on the testimony of the landlord and the tenant I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and despite having applied for dispute resolution to dispute the notice to end the tenant has only confirmed that the rent has not been paid and does not have evidence upon which to dispute the landlord's claims.

Therefore the tenant's application to dispute the notice to end **is dismissed** without leave to reapply. As the tenancy has ended, the tenant's application for repairs is moot. The tenant's application for repairs **is dismissed**. Effectively, the tenant's entire application **is dismissed**, without leave to reapply.

As for the monetary order requested by the landlord, I find that the landlord has established a claim for **\$1000.00** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1050.00**. The security deposit of this matter will be off-set from the award made herein.

Conclusion

The tenant's application is **dismissed**, without leave to reapply.

I Order that the landlord retain the deposit of \$500.00 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$550.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on all parties to this matter.

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: May 07, 2013