



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT CNR RP RR OPR MNR MNSD FF

Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy for unpaid rent, as well as for an extension of time to make the application. Additionally, the tenant applied for an order for repairs and an order for a reduction in rent. The landlord applied for an order of possession pursuant to the notice to end tenancy, as well as for a monetary order and an order to retain the security deposit in partial compensation of the monetary claim. Both the tenant and the landlord participated in the teleconference hearing.

I informed the parties at the outset of the hearing that the issue of the notice to end tenancy took precedence. As the landlord's monetary claim was tied to the issue of unpaid rent, I also heard evidence on that issue. I will address the remainder of the tenant's application below.

The parties acknowledged receiving each other's applications for dispute resolution. The tenant did not submit any additional evidence. The landlord submitted evidence to the Residential Tenancy Branch but did not serve the tenant with a copy; I therefore did not admit or consider the landlord's documentary evidence. I heard testimony from the landlord and the tenant regarding the order of possession. I have reviewed all testimony. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Issue – Extension of Time

The tenant stated that she applied to cancel the notice to end tenancy one day late because she had several medical appointments to attend. I accepted the tenant's testimony and granted her the extension of time to make her application.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began more than 10 years ago. The monthly rent is due in advance on the first day of each month. The landlord stated that the rent is \$800 per month.

A previous dispute resolution was convened on May 1, 2013 pursuant to the tenant's application to cancel a notice to end tenancy for unpaid rent issued on April 1, 2013 for unpaid rent of \$1240. However, in that hearing the landlord was unable to confirm specifically how that total was calculated. Further, the landlord's evidence in that hearing was that the monthly rent is \$850.

On June 18, 2103, the landlord served the tenant with another notice to end tenancy for unpaid rent, this time for the amount of \$1460 due on June 1, 2013. The landlord stated that the tenant kept making excuses for not paying the rent for several months.

The tenant stated that the landlord was lying about how much money was owed, and at the time the notice was served, not even \$450 was left owing. The tenant acknowledged that she did not pay any rent for July 2013. The tenant stated that she is in the process of moving out now.

Analysis

Based on the evidence, I find that the notice to end tenancy is valid. It is clear that the tenant owed some rent when the notice was served, and the tenant did not pay any rent for July 2013. I therefore find that the landlord is entitled to an order of possession.

As for the landlord's monetary claim, I find that the landlord did not provide sufficient evidence to establish what rent was or was not paid for the months up to and including June 2013. The landlord's evidence in the previous hearing contradicts the evidence presented in this hearing, including the amount of monthly rent. I therefore dismiss the landlord's monetary claim for those months of unpaid rent.

As the landlord's application was only partly successful, I find he is not entitled recovery of the filing fee for the cost of his application.

Conclusion

The tenant's application to cancel the notice to end tenancy is dismissed.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. 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.

I dismiss the landlord's monetary claim for unpaid rent up to and including June 2013.

As the tenancy is ending, the tenant's application for repairs and a reduction in rent are dismissed.

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: July 26, 2013

Residential Tenancy Branch

