



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Colliers International
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC,OPR< MNR, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The hearing was conducted by conference call. The tenant and the named representatives of the landlord called in and participated in the hearing.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?
Is the landlord entitled to a monetary award for unpaid rent?

Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began on July 1, 2012. Monthly rent was \$2,495.00. The tenant paid a security deposit of \$1,250.00 prior to the commencement of the tenancy. The tenant paid rent in the amount of \$1,500.00 for July. She paid no rent for August and moved out of the rental unit on August 20, 2013 without providing proper notice.

In her application for dispute resolution, the tenant claimed a monetary award in the amount of \$2,500.00. She said that she was seeking the award for stress, injury and loss of comfort. The tenant said that she paid \$1,500.00 of the \$2,495.00 rent for July. The tenant testified that she was told that she could deduct \$350.00 from her rent for the month of June for the loss of use of a washer and dryer in the rental unit. The tenant said she had other claims relating to an injury, but she provided no documentary evidence relating to her claim.

In its application for dispute resolution the landlord claimed payment of the sum of \$3,850.00. This was said to be made up of \$350.00 unpaid from June, \$1,000.00 outstanding for July and \$2,500.00 due for August. The landlord submitted a copy of a Notice of Rent Increase and at the hearing sought to increase its claim for August rent

to the sum of \$2,589.00. The landlord's representative denied that the tenant was permitted to reduce the rent for June by \$350.00.

Analysis

The evidence presented established that the monthly rent was 2495.00. The tenant deducted \$350.00 from June's rent and I accept her testimony that she did so with the permission of the landlord. The landlord did not present any evidence to show that it notified the tenant of a rent shortfall in June or made any sort of protest about the reduced payment. I deny the landlord claim for arrears from June. The tenant paid \$1,500.00 for July and nothing for August. She told the landlord she was moving on August 15th and moved out on August 20th. The landlord was not able to re-rent the unit for any part of August. I find that the landlord is entitled to an award of \$995.00 for unpaid rent for July and \$2,495.00 for August for a total of \$3,490.00. The landlord did not amend its claim to claim increased rent for August and did not submit proof of service of the Notice of Rent Increase; therefore deny the landlord's claim for an increased award for August rent. The landlord is entitled to recover the \$50.00 filing fee for its application, for a total award of \$3,540.00.

Conclusion

I order that the landlord retain the tenant's \$1,250.00 security deposit in partial satisfaction of the \$3,540.00 award and I grant the landlord an order under section 67 for the balance of \$2,290.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

The tenant's has not provided evidence to prove entitlement to an award of damages in any amount; her claims for damages are dismissed without leave to reapply.

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 7, 2013

Residential Tenancy Branch

