



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF, CNR, LRE, RP, RR

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant also filed an application seeking to have a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities set aside, an order to limit the landlords right to enter the suite or unit, an order to have the landlord conduct repairs as required to the suite or unit and an order allowing the tenant a rent reduction. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is either party entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about August 1, 2013. Rent in the amount of \$1280.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant \$1000.00 to be applied for a pet and security deposit. The tenant failed to pay rent in the month(s) of August – December and on December 19, 2013. the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of January. The landlord stated that he is seeking the recovery of unpaid rent as well as compensation for Strata bylaw fines that he has incurred because of the tenant.

The tenant gave the following testimony:

The tenant stated that the tenancy is illegal and that he should not have to pay anything. The tenant stated that he has not paid any rent since moving in. The tenant stated that he wants a contract from the landlord that will let him out of the fixed term agreement between the parties.

Analysis

The tenant submitted several letters from the “BC Rental Board Association”. Both parties stated that they received e-mails from this association assuming the other had sent it. Neither party was relying on these documents to support their claim nor do I give them any evidentiary weight.

Neither party submitted a copy of the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities for this hearing however both parties agreed to the content and service of it. Both parties agreed that the notice was served by posting it on the tenants' door on December 19, 2013 reflecting unpaid rent from August 2013 to December 2013. The tenant admitted that he had not paid any rent as he felt the tenancy was illegal; however the tenant failed to provide sufficient evidence to support that claim. The landlord stated that the tenancy was legal and that the tenant was trying to take advantage of him due to his poor English and not pay any rent.

I accept the landlord's testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice. The tenant confirmed that he has not paid the rent. Based on the above facts I find that the landlord is entitled to an order of possession. 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.

The landlord was seeking the recovery of unpaid bylaw fines that he alleges was due to the tenant. The landlord did not provide sufficient evidence of this claim and I therefore dismiss this portion of his application.

As for the monetary order, I find that the landlord has established a claim for \$7680.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$1000.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$6730.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$6730.00. The landlord may retain the security deposit.

The tenants' application is dismissed in its entirety.

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: January 21, 2014

Residential Tenancy Branch

