



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, FF

### **Introduction**

This hearing was convened in response to an orally amended application, during the hearing, by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38
3. An Order to recover the filing fee for this application - Section 72.

Both parties participated in the hearing with their submissions, document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The tenant has since vacated the rental unit.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on February 15, 2013 and has since ended in early February 2014. Rent in the amount of \$1500.00 was 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 \$750.00. The tenant acknowledges they failed to pay any rent or all of the rent in the months of June, September, and December 2013; and, for January 2014 in the total amount of \$5500.00 - with the parties in agreement that during the month of December 2013 the tenant paid \$500.00 toward arrears. The landlord, however, also

adds that October 2013 rent was not paid – for a total claim of \$7000.00. The parties were not able to agree on whether the rent was paid for October 2013.

On December 29, 2013 the landlord gave the tenant a notice to end tenancy for non-payment of rent stating that the tenant owed \$4500.00. On January 09, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent stating that the tenant owed inclusive rent of \$6000.00. Regardless, the landlord's monetary claim is for all the unpaid rent up to the end of January 2014 – having orally withdrawn any loss of revenue claim for February 2014.

### **Analysis**

Based on the testimony and document evidence before me I find that the tenant was served with notices to end tenancy for non-payment of rent and I find the notices to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute either notice, and subsequently vacated.

In respect to the parties' disagreement on the amount of total rent owed, I find that the landlord's own document evidence (10 Day Notice dated January 09, 2014) states the tenant owed \$6000.00 inclusive of January 2014. During testimony the landlord was unable to reconcile how their calculations of rent arrears resulted in their claim of \$7000.00. I find that the landlord's Notices are instruments of the landlord and that any discrepancy ambiguity in this document evidence must favour of the tenant – which in this matter supports that the tenant owes the sum of \$5500.00 in rent arrears.

I find that the landlord has established a monetary claim for **\$5500.00** in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. Any applicable security deposit will be off-set.

### ***Calculation for Monetary Order***

Rent arrears for June 2013	\$1500.00
Rent arrears for July 2013	1500.00
Rent arrears for December 2013	1000.00
Rent arrears for January 2014	1500.00
Filing fee	100.00
<i>Less applicable security deposit</i>	<i>-750.00</i>
<b>Total monetary award to landlord</b>	<b>\$4850.00</b>

### **Conclusion**

**I Order** that the landlord retain the deposit in the amount of \$750.00 in partial

satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$4850.00**. 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 both parties.**

*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: March 06, 2014

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Residential Tenancy Branch

