



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cyclone Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

At the outset of the hearing the parties advised that the matter of the security deposit had been dealt with in a separate hearing. As this falls under res judicata I am not required to make a finding in that regard.

The tenancy began on July 1, 2013 and ended on December 15, 2013. The tenants were obligated to pay \$935.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$492.50 security deposit.

The landlord gave the following testimony:

The landlord stated that the tenant began to fall behind in her rental payments in October of 2013. The landlord stated that on December 6 the tenant attended the office and wished to end their tenancy by mutual agreement on December 15, 2013. The landlord stated that the company was not agreeable to this arrangement. The landlord stated that the tenant moved out on December 15, 2013. The landlord stated that the tenant was in arrears of \$967.60 for unpaid rent and late fees.

The tenant gave the following testimony:

The tenant stated that she agrees with the amount of unpaid rent and late fees. The tenant stated that on November 23, 2013 she notified the landlord of cockroaches in her unit. The tenant stated that it took the company three weeks before they did anything. The tenant stated that she had to endure a high pitched noise from a broken valve in her shower for over a month. The tenant stated that she had made requests to have it repaired but felt the landlord was not doing so in a timely fashion. The tenant stated that she had asked for a rent reduction but was denied. The tenant stated that she decided to get the rent reduction herself and “purposely let my cheque go NSF”. The tenant stated on two separate occasions that “I short paid Octobers rent”.

Analysis

Section 26 of the Act address the matter before me as follows:

26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The tenant did not have an order from the Branch or the agreement of the landlord to make any rent reductions. By the tenants own admission "I decided to do it myself". Based on the above I find that the landlord is entitled to \$967.60.

The landlord is also entitled to the recovery of the \$50.00 filing fee.

The landlord has established a claim for \$1017.60. I grant the landlord an order under section 67 for the balance due of \$1017.60. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 22, 2014

Residential Tenancy Branch

