



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Strata's Choice Property Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, OPR, MNR, MNDC, MND, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation – Section 67;
4. A Monetary Order for damages to the unit - Section 67; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

During the Hearing the Parties agreed that the tenancy will end on or before 1:00 p.m. on August 28, 2014.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The Landlord's Agent states that there is no written tenancy agreement for the Tenant and that the Tenant moved into the unit while the previous tenant was still living in the unit. The Agent was not able to provide any other evidence on the events prior to the end of May 2014.

The Tenant states she moved in with the previous tenant near the end of May 2014. The Tenant states that the previous tenant moved out of the unit and the Landlord entered into an oral agreement to start a tenancy with the Tenant on June 1, 2014. The Tenant states that it was agreed that rent of \$950.00 was payable monthly on the first day of the month. The Tenant states that the Landlord and previous tenant orally agreed to have the previous tenant's security deposit applied to the Tenant's tenancy agreement. The Tenant states that she did sign the Strata rules provided to her by the Landlord.

The Agent states that no rent was paid for May 2014 and that they have no evidence in relation to June 2014 rent. The Agent claims unpaid rent for May, June, July and August 2014. The Tenant states that she paid June 2014 rent in cash and that the Landlord did not provide a receipt. The Tenant agrees that she did not pay any rent for July and August 2014 and states that this was not paid as the Landlord was refusing to make repairs to the unit. The Tenant states that she was not a tenant in May 2014.

The Agent states that during the tenancy the Tenant damaged the door requiring its replacement. The Agent states that the Tenant was given a month to repair the door and when the door was not repaired the Landlord had it replaced. The Agent states that the door required replacement as the Tenant damaged the door by creating a hole beside the lock that was so large a person could put their hand through and gain entry into the unit. The Landlord provided a photo of the door and claims \$854.00. The Tenant agrees that she damaged the door but states that the Landlord did not send her any letter about deadlines to repair the door and that the Landlord refused to wait for the Tenant to make the repairs. The Tenant states that the hole was the size of a screw driver and not large enough to allow a finger into the unit. The Tenant states that the door was able to both close and lock.

### Analysis

Section 26 of the Act provides that 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. Given the Tenant's undisputed evidence of an oral agreement between the Parties, I find that the tenancy started on June 1, 2014 and that rent was payable on the first of each month. Based on the undisputed evidence that June 2014 rent was paid in cash and that no rent was paid for July and August, 2014, I find that the Landlord has substantiated an entitlement to unpaid rent for July and August 2014 in the amount of **\$1,900.00**. As the tenancy with this Tenant did not start until June 1, 2014, I dismiss the Landlord's claim against this Tenant for May 2014 rent.

Section 32 of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. Based on the undisputed evidence that the Tenant damaged the door of the unit but considering that the Tenant was not given opportunity to repair the door, and as the photo evidence provides no clarity, accepting the Tenant's evidence that the door remained useable as a door, I find that the Landlord is only entitled to a nominal amount of **\$100.00**. As the Landlord's application has met with substantial success, I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$2,050.00**. Deducting the security deposit of **\$475.00** plus zero interest leaves **\$1,575.00** owed by the Tenant to the Landlord.

### Conclusion

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. August 28, 2014.

I Order the Landlord to retain the security deposit plus interest of \$475.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$1,575.00**. If necessary, 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: August 26, 2014

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Residential Tenancy Branch

