



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wall Street Holdings
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This was the reconvened hearing dealing with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, for authority to retain the tenant's security deposit, and for recovery of the filing fee paid for this application.

This hearing began on July 15, 2014, and dealt only with some issues relating to the landlord's claims. At that hearing, the matter of the tenant's application for dispute resolution was discussed, as the tenant in an earlier, unrelated Decision dated May 1, 2014, was granted monetary compensation and a reduction in rent.

As to that earlier Decision, the landlord applied for an application for review consideration, which was favourable to the landlord, as they were granted a review hearing on the tenant's Decision of May 1, 2014, in a Decision dated May 16, 2014. The Decision of May 1, 2014, was suspended pending the review hearing. The review hearing was to be conducted by another Arbitrator on July 29, 2014.

As the results of the review hearing could directly impact this application and Decision, this hearing was adjourned and re-scheduled to be heard on a date afterwards, which was the present date.

The parties were informed at the original hearing that the hearing would be adjourned in order to consider all issues contained in the landlord's application.

During the period of adjournment, the review hearing on the tenant's original Decision of May 1, 2014, was convened on July 29, 2014; however, that Arbitrator adjourned that hearing to consider all other applications of the tenant, which the tenant confirmed were

4 active applications. I was informed at this hearing that the next hearing on the tenant's Decision of May 1, 2014, has not yet been scheduled.

As there was no indication when the review hearing of the tenant's Decision of May 1, 2014, would be conducted, I proceeded with the landlord's application.

At this hearing, the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matter-The landlord submitted that they obtained a writ of possession from the Supreme Court of British Columbia that morning and no longer required or sought an order of possession for the rental unit from this application. I have excluded this request from further consideration.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation and to recover the filing fee?

Background and Evidence

The undisputed evidence was that this tenancy began on July 1, 2012, monthly rent is \$800, and a security deposit of \$400 was paid by the tenant at the beginning of the tenancy on June 30, 2012.

The landlord gave evidence that on May 16, 2014, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by attaching it to the tenant's door, listing unpaid rent of \$1280 owed as of May 1, 2014. The effective vacancy date listed on the Notice was May 26, 2014. The tenant confirmed that he did receive the Notice, on May 17, 2014. Thus, in this case, the effective move out date is automatically changed to May 27, 2014, pursuant to section 53 of the Act.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

The landlord stated that the tenant has not made any payments of rent since the Notice was issued and that he additionally owes rent for June, July, and August. The landlord contended that as the Decision of May 1, 2014, granting the tenant monetary compensation and a reduction in rent, was suspended on May 16, 2014, the tenant then became liable for monthly rent for the month of May, and the rent deficiency owing prior to May.

In response, the tenant confirmed not paying rent for May, June, July, and August, as he believed he was entitled to withhold rent pending the landlord's repairs.

I have no evidence before me that the tenant applied to dispute the Notice.

Analysis

Based upon the landlord's undisputed evidence, I find the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay all the outstanding rent listed or file an application for dispute resolution in dispute of the Notice within five days of service. I also accept that as the Decision granting the tenant monetary compensation and a reduction in rent has been suspended indefinitely, the tenant was obligated to pay rent for May 2014, onward, pending any further Decisions.

I therefore find that the landlord is entitled to a monetary award of \$1330 comprised of unpaid rent of \$1280 through May 2014, the amount requested in their application, and the \$50 filing fee paid by the landlord for this application.

The landlord in their application did not seek unpaid rent for months following the date of their application; however, the landlord is at liberty to apply for any other unpaid rent which may be owed by this tenant.

Conclusion

The landlord has been granted a monetary award in the amount of \$1330.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$1330, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small

Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

The landlord is at liberty to retain the tenant's security deposit of \$400 in partial satisfaction of their monetary award of \$1330, and to reduce their monetary order by a commensurate amount when seeking any enforcement.

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* and is being mailed to both the applicant and the respondent.

Dated: August 7, 2014

Residential Tenancy Branch

