



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, MNDC, RP, RR, MNR, OPR, MNR, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. I ordered that the Application for Dispute Resolution filed by the landlord be amended to correctly identify the tenant. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on April 1, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the tenant was personally served on the landlord on April 22, 2015. I find that the Application for Dispute Resolution/Notice of Hearing filed by the landlord was sufficiently served on the tenant by mailing, by registered mail to where the tenant resides on April 27, 2015.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated April 1, 2015?
- b. Whether the tenant is entitled to a monetary order and if so how much?
- c. Whether the tenant is entitled to an order for repairs and emergency repairs?
- d. Whether the tenant is entitled to an order allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

- e. Whether the landlord is entitled to an Order for Possession?
- f. Whether the landlord is entitled to A Monetary Order and if so how much?
- g. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- h. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on November 1, 2012. The rent is \$500 per month payable on the first day of each month. The tenant did not pay a security deposit.

The landlord testified the tenant owes rent for the month of March (\$500 is owed), April (\$500 is owed), May (\$500 is owed) and June (\$500 is owed) and the sum of \$2000 remains owing. The tenant testified he owes \$1500 in outstanding rent. He testified he paid rent in March and April. The landlord responded saying he applied the March payment to the rent that had not been paid for February. The landlord denied receiving a payment for April.

After considering the disputed evidence I determined the landlord has only proven that the tenant owes \$1500 in outstanding rent. The tenant(s) have remained in the rental unit.

Tenant's Application:

I ordered that the tenant's application to cancel the 10 day Notice to End Tenancy be cancelled. There is outstanding rent. The Notice is valid. The financial difficulties the tenant is facing with the Ministry is not a defense to the claim made by the landlord for outstanding rent.

The tenant stated at the hearing he could vacate the rental unit within 2 weeks. The landlord testified he was agreeable to the tenancy ending at the end of the two week

period or on June 19, 2015. As a result I ordered that the tenancy shall end on June 19, 2015.

As the tenancy is coming to an end I dismissed the tenant's application for repairs, emergency repairs and for a reduction of rent.

The Application for Dispute Resolution filed by the tenant seeks a monetary order of \$250. I determined there was no basis for this claim. I determined the landlord fully paid the tenant for the work that he did. Further, the tenant has no claim against the landlord for money paid to Hydro by the upstairs tenants to bring the tenant's account into better standing with Hydro and avoid the risk of having the hydro cut off. The tenant failed to prove a loss. The tenant's claim for a monetary order is dismissed.

Landlord's Application - Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant's application to set aside the Notice to End Tenancy has been dismissed. Accordingly, I granted the landlord an Order for Possession effective June 19, 2015 (which was the date agreed on by the parties).

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The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent and the sum of \$1500 remains outstanding. I granted the landlord a monetary order in the sum of \$1500 plus the sum of \$50 in respect of the filing fee for a total of \$1550.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: June 05, 2015

Residential Tenancy Branch

