



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, CNR, MNR, ERP, PSF, RR, DRI, MNDC, MNSD, OLC, FF*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee and to retain the security deposit in partial satisfaction of her claim.

The tenant applied for an order to cancel the notice to end tenancy and for an order directing the landlord to carry out emergency repairs, comply with the *Act*, provide services and reduce rent. The tenant also applied for compensation, for the return of the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing the tenant stated that he had moved out of the rental unit. The landlord stated that the tenant has left his belongings there and she does not have possession of the unit. The tenant agreed that he has left behind some of his possessions but stated that they are infested with bugs.

Since the tenant has moved out, portions of his application to do with cancelling the notice to end tenancy, directing the landlord carry out emergency repairs, comply with the *Act*, provide services and reduce rent are moot and accordingly dismissed.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order for unpaid rent and the filing fee? Is the tenant entitled to the return of his deposit, compensation and the filing fee?

Background and Evidence

The tenancy started in May 2015. There is no written tenancy agreement. The monthly rent was set at \$1,100.00 per month due on the first of the month. The tenant paid a security deposit of \$550.00.

The tenant also stated that soon after he moved in, he found bed bugs and informed the landlord of the problem. The landlord visited the unit to check out the problem. The landlord testified that there were no bed bugs inside the rental unit. The tenant did not provide any photographs to support his testimony that the problem existed.

The landlord testified that the tenant did not pay rent for June and on June 10, 2015; the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant stated that he attempted to give the landlord rent and she refused. The tenant agreed that he did not pay rent for July or August and stated that the unit was not fit to be occupied and therefore he did not pay rent.

The tenant has applied for compensation but has not specified the quantum of his claim. The only amount applied for by the tenant is \$550.00 which is the security deposit

Analysis

Landlord's application

The tenant received the notice to end tenancy for unpaid rent, on June 10, 2015 and did not pay rent within five days of receiving the notice to end tenancy, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired. In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The order may be filed in the Supreme Court for enforcement.

I also find that the landlord is entitled to rent for the months of June, July and August in the total amount of \$3,300.00 for unpaid rent. Since the landlord has proven her claim, I award her the filing fee of 50.00.

Overall the landlord has established a claim for \$3,350.00. I order that the landlord retain the security deposit of \$550.00 in partial satisfaction of the claim and I grant the

landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,800.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Tenant's application

The tenant has not proven his case and therefore his claim for compensation is dismissed. The tenant must bear the cost of filing his application.

Conclusion

I grant the landlord an order of possession effective **two days after service** on the tenant. I also grant the landlord a monetary order in the amount of **\$2,800.00**.

The tenant's application is dismissed in its entirety.

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 14, 2015

Residential Tenancy Branch

