



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DAVID BURR LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy for unpaid rent and for a monetary order for unpaid rent and utilities.

The tenant vacated the premises August 4, 2015 and so an order of possession is no longer required.

The tenant consents to the landlord's claims for \$80.64 for unpaid Hydro, \$841.41 for outstanding water charges and \$500.00 of unpaid rent from May 2015.

### Issue(s) to be Decided

The sole remaining issue raised by the application is whether the tenant owes the landlord \$2100.00 for June rent. Does the relevant evidence presented at hearing show on a balance of probabilities that the landlord is entitled to that money?

### Background and Evidence

The rental unit is a five bedroom home. The tenancy started in July 2014 for a fixed term to June 30, 2015. The written tenancy agreement provides that at the end of the fixed term the tenant must vacate the rental unit "unless another term negotiated."

The monthly rent was \$2100.00, due on the first of each month. The landlord holds a \$1050.00 security deposit and a \$1050.00 pet damage deposit.

The tenant did not pay June rent though she resided there. She testifies that the landlord had given her a 30 day notice to leave because the owner intended to sell the home. The "notice" was not produced at hearing.

She says that she had intended to rent out a basement suite in the home starting June 1, 2015, but was thwarted by the landlord, who had indicated that an additional tenancy agreement with her would be signed between them but later refused. She says she lost \$1000.00 of rental income as a result.

The tenant complains that the owners' realtors would show up to look at the home without warning; sometimes as late as 8:00 o'clock in the evening. She says the owners would show up unannounced as well. There was an "open house."

She says that the landlord is no longer the agent of the owner and questions the landlord's right to bring this application.

Mr. M. for the applicant, which is shown as "agent for the owner" on the written tenancy agreement, says the owners did end the management agreement between them but that the applicant has the authority of the owners to make this application and conduct this hearing. He confirms that the applicant is the authorized agent of the owners.

### Analysis

I am satisfied by the tenancy agreement and the sworn assertion of Mr. M. that the applicant is presently the agent of the owners and has the authority to bring this application.

The tenant raises a number of claims which, if substantiated, could lead to a monetary award against the landlord. However, they are not claims she can raise at this hearing. She must bring her own application, giving particulars of those claims and give the landlord an opportunity to prepare a response or defence. I therefore will not deal with the tenant's claims at this hearing. She is free to make her own application in that regard.

The evidence shows that tenant was responsible to pay the June rent when it came due. She was not entitled to reduce it unilaterally nor to offset amounts she considered she was entitled to. She may prove entitlement in a future application but at present, she owes the June rent of \$2100.00 and I award that amount to the landlord.

### Conclusion

The landlord is entitled to a monetary award of \$3522.05, as claimed, plus recovery of the \$50.00 filing fee for this application.

I authorize the landlord to retain the total deposit money of \$2100.00 in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$1477.05.

This decision is rendered orally at hearing and 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 07, 2015

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Residential Tenancy Branch

