



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Randall North Real Estate  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing was convened pursuant to the tenant's application to cancel a notice to end tenancy for unpaid rent as well as the landlord's application for an order of possession, a monetary order for unpaid rent and an order to retain the security deposit in partial compensation of the monetary claim. The tenant and the landlord participated in the teleconference hearing.

### Preliminary Issues

At the outset of the hearing, the landlord stated that they did not receive the tenant's application. The tenant stated that her advocate, R, served the application and the hearing package on the landlord. The landlord stated that she spoke to both R and R's supervisor, and they informed the landlord that they are not the tenant's advocate and they do not act as advocates.

The tenant gave me a phone number to call R as a witness, but the call was not answered. Without further evidence to support the tenant's claim of service, I found that the landlord was not served with the tenant's application and I dismissed the tenant's application.

I have considered the notice to end tenancy for unpaid rent dated August 1, 2016. I find that the notice meets the requirements regarding form and content as set out in section 52 of the Act.

Under section 55 of the Act, when a tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the order of possession. Accordingly, I grant the landlord an order of possession effective two days after service.

The only remaining issue for me to determine is whether the landlord is entitled to monetary compensation as claimed..

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The landlord and the tenant signed a tenancy agreement on July 15, 2016, and the landlord received a security deposit of \$237.50. The landlord stated that when they entered into the tenancy agreement with the tenant, they gave her the option to move in on either July 15, 2016 or August 1, 2016. The landlord was told that the tenant had somewhere to stay for July, so the tenancy would begin on August 1, 2016, with a monthly rent of \$475.00..

The landlord stated that the tenant then obtained keys from the handyman and moved in to the unit. The landlord stated that they informed the tenant she would have to either pay rent for the latter half of July or move out until August 1, 2016. The landlord stated that the tenant refused to move out or pay for July.

The landlord stated that they received the tenant's rent from the ministry for August 2016, but then they did not receive any rent for September. The landlord has claimed unpaid rent and lost revenue for half of July 2016 and all of September 2016.

The tenant responded that she did not stay in the unit for any part of July. The tenant stated she stayed with friends. The tenant also stated that the caretaker gave her the key to her unit so she could use the washroom.

In regard to September's rent, the tenant first responded that she thought that the ministry paid it and if they haven't paid, she doesn't know why. The tenant then stated that she received the money for September rent from the ministry and she sent it out by money order.

Analysis

I have considered the evidence of the landlord and the tenant, and I find the evidence of the landlord to be more consistent and credible than that of the tenant. The tenant contradicted herself in her testimony, and did not provide any supporting evidence that she lived elsewhere for all of July 2016 or that she paid September 2016 rent. I therefore grant the landlord's monetary claim of \$712.50.

As the landlord's claim was successful, they are also entitled to recovery of the \$100.00 filing fee for the cost of their application.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary claim, the landlord is entitled to \$812.50. I order the landlord to retain the security deposit of \$237.05 in partial compensation and I grant the landlord an order under section 67 for the balance due of \$575.00. 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: September 28, 2016

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Residential Tenancy Branch

