



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's application: CNR

Landlord's application: OPR, MNR, MNSD, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The tenant applied to cancel a 10 day Notice to End Tenancy for unpaid rent. The landlord applied for an order of possession and a monetary order for unpaid rent. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend the hearing although this was the hearing of her application and although she was served with the landlord's application and Notice of Hearing by registered mail sent on August 24, 2016.

At the hearing the landlord testified that the tenant moved out of the rental unit on October 2, 2016 and the landlord no longer requires an order of possession. The landlord's application for an order of possession is therefore dismissed without leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain all or part of the tenant's security deposit?

Background and Evidence

The rental unit is a strata title condominium unit in Surrey. The tenancy began on March 1, 2016. The monthly rent was \$950.00 and the tenant paid a security deposit of \$475.00 on February 1, 2016. The landlord testified that the rent was reduced from the amount stated in the tenancy agreement to the sum of \$925.00 because the landlord agreed to reduce the rent by \$25.00 per month for six months because the tenant was having financial difficulties.

The tenant failed to pay the full rent due for August. The tenant made two partial payments, leaving \$540.00 unpaid for August. The landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent on August 15, 2016 by posting it to the door of the rental unit. The Notice to End Tenancy was dated August 15, 2015. The Notice to End Tenancy required the tenant to pay the rent within five days to dispute the Notice to End Tenancy within five days or move out of the rental unit by August 25, 2016.

The tenant filed an application to dispute the Notice to End Tenancy on August 17, 2016. She made a comment in her application that she paid rent, but she did not submit any documentary evidence to confirm a payment and she did not attend the hearing. The landlord testified that the tenant made no payments after she was served with the Notice to End Tenancy. The landlord claimed the balance of August rent plus rent for September and October. He testified that the tenant moved out on October 2, 2016, but she left considerable damage and the landlord is still working to clean and repair the unit. He said at the hearing that he will not be able to re-rent the unit for any part of October.

Analysis

I accept the landlord's testimony that rent is unpaid for August, September and October. \$540.00 is due for August and \$925.00 for September and for October for a total of \$2,390.00. The landlord is entitled to recover the \$100.00 filing fee for his application for a total award of \$2,490.00. I order that the landlord retain the security deposit of \$475.00 in partial satisfaction of the award and I grant the landlord an order under section 67 for the balance of \$2,015.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

The landlord has leave to reapply for a further award for the cost of cleaning and repairs to the rental unit when the work has been completed.

Conclusion

The landlord's application for a monetary award has been granted.

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: October 12, 2016

Residential Tenancy Branch