



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB, MND, MNR, CNC, LAT, OLC, RP, MNSD, FF

Introduction

In the first application, by filing number, the tenant seeks to cancel a one month Notice to End Tenancy for cause, for an order that the landlord comply with the law or the tenancy agreement, for a repair order and to recover a security deposit.

In the second application the landlord seeks an order of possession pursuant to the one month Notice, for \$500.00 unpaid December 2016 rent and for \$200.00 for cleaning.

The tenant moved from the premises in mid December 2016 and the landlord retook possession. The question of the validity of the Notice, the tenant's claim for a repair order or a compliance order and the landlord's claim for an order of possession are no longer relevant.

The landlord claims to have discovered grounds for further claims against the tenant regarding the state of the property. The landlord withdrew her claim regarding cleaning and repair of the premises to bring that claim in conjunction with her additional claims. I grant her any leave necessary to re-apply in that regard.

Both parties attended the hearing, the landlord represented by her son, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

The sole issue between the parties is whether or not the tenant owes the \$500.00 December rent that came due December 1, 2016.

Background and Evidence

Though the rental unit is described as a trailer in the applications, it is actually a structure, or a portion of a structure, on a foundation. It is located behind the landlord's house.

The tenancy started in August 2009. The monthly rent was \$500.00, due on the first of each month, in advance. The landlord holds a \$250.00 security deposit.

The tenant did not pay the December rent because, he says, he had received the one month Notice to End Tenancy in November and though he had to move out. He needed money to pay for the move, the rent and the security deposit at a new place.

As well he was in receipt of a ten day Notice to End Tenancy for unpaid rent. He thought that as the tenancy was ending, so would the rent.

The tenant took strong objection to the grounds for eviction claimed by the landlord in the one month Notice. He says he had a very good relationship with the landlord's husband, with whom he dealt almost exclusively until recently. He also says that he made a number of improvements to the rental unit over the years. He has not made any claim for compensation for improvements in this application.

Analysis

As this tenancy has ended, the question of the validity of one month Notice for cause is no longer in issue. Therefore, there will be no decision about whether it was a justified Notice or not.

The tenant was in error concluding that if he moved out early in December the rent would not be payable. The full rent of \$500.00 became due on December 1 and was owed whether or not the tenant remained in the premises for the whole month.

The landlord is entitled to a monetary award of \$500.00 for December 2016 rent, plus recovery of the \$100.00 filing fee for this application.

I authorize the landlord to retain the \$250.00 security deposit in reduction of the amount owing.

The landlord will have a monetary order against the tenant for the remainder of \$350.00.

Conclusion

The tenant's application is dismissed.

The landlord's application for a monetary award is allowed, as above.

This decision was 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: January 05, 2017

Residential Tenancy Branch