



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR OPR OPC RR MNDC MNSD FF

### **Introduction:**

Only the landlord and assistant attended the hearing and gave sworn testimony. They confirmed their personal service of the 10 Day Notice to End Tenancy dated Feb.8, 2017 to be effective February 18, 2017 and of the One Month Notice to End Tenancy for cause dated January 31, 2017 to be effective March 1, 2017. They stated they served their Application for Dispute Resolution personally and received service of the tenant's Application for Dispute Resolution. The tenant had filed two applications. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order of Possession pursuant to sections 46 and 55 or sections 47 and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

The tenant applies pursuant to the Act for orders as follows:

- e) To cancel a Notice to End Tenancy for unpaid rent pursuant to section 46 and to cancel the Notice to End Tenancy for cause pursuant to section 47;
- f) A monetary order or rent rebate as compensation for facilities not provided for a period of time and for utilities for the other suite which they were compelled to put in their name; and
- g) To recover the filing fee for this application.

### **Preliminary Issue:**

The landlord noted there were spelling errors of their names in both applications and requested corrections. I corrected the spelling of the landlords' names in the Decision and Order.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that rent is owed and they are entitled to an Order of Possession and a monetary order for rental arrears and to recover the filing fee for this application?

Or is the tenant entitled to any relief? Has he proved he is entitled to compensation as claimed and to recover filing fees for the application?

**Background and Evidence:**

Only the landlord and assistant attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in December 2015, that rent was \$1000 a month and a security deposit of \$500 was paid. The landlord said the tenant owed \$1000 for February 2017 rent when they served the Notice to End Tenancy. None of it was paid but the tenant made two Applications, the one on February 1, 2017 to cancel the Notice to End Tenancy for cause and claim compensation and the one on February 10, 2017 to cancel the Notice to End Tenancy for unpaid rent.

The landlord said that when they called the tenant in March 2017, he said he had left but he did not return keys. When the assistant went to the home, she found it was very dirty and had lots of garbage. I explained that there was a legislated time limit for up to two years to claim for damages against the tenant but if she got his forwarding address, she would have only 15 days under section 38 to file her application to claim against the deposit or risk paying double the deposit. She requested the security deposit be deducted from any money found to be owing today.

In evidence is the Notice to End Tenancy for unpaid rent and the one month Notice for cause. The tenant also filed some registration receipts and a utility bill.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis**

Monetary Order:

The onus is on the applicant to prove on a balance of probabilities their claim. I find the landlord's evidence credible that the tenant paid no rent for February 2017. I find the landlord entitled to a monetary order for \$1000 plus the filing fee.

I find the landlord no longer requires an Order of Possession as the tenant vacated.

On the tenant's application, the onus is on him to prove his claim. I find he filed insufficient evidence to support his claim to set aside the Notices to End Tenancy and for compensation for facilities not provided or for utilities that he said he paid for the other suite. I find also that he did not attend to support his claim. I dismiss his claim.

**Conclusion:**

I dismiss the applications of the tenant in their entirety without leave to reapply and I find he is not entitled to recover filing fees for his applications.

I find the landlord entitled to a monetary order as calculated below and to recover filing fees for their application. I give them leave to reapply for damages within the legislated time limits.

Calculation of Monetary Award:

Unpaid rent February 2017	1000.00
Filing fee	100.00
Less security deposit	-500.00
<b>Total Monetary Order to landlord</b>	<b>600.00</b>

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: March 16, 2017

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Residential Tenancy Branch