



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RR, FF, MNR, OPR

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord(s). Both files were heard together.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, a request for a monetary order for outstanding rent, and a request for recovery of the filing fee.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for nonpayment of rent and a request for an order to allow the tenant to reduce the rent for repairs, services, or facilities agreed-upon but not provided.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the tenant has put on his application.

Section 2.4 of the rules of procedure states:

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

In this case it is my finding that not all the claims on the tenant's application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with tenants request to cancel a Notice to End Tenancy, and I dismiss the remaining claims with liberty to re-apply.

The issues I dealt with therefore are whether to cancel or uphold the Notice to End Tenancy and whether or not the landlord has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on June 1, 2012 and that the present monthly rent is \$1130.00, due on the first of each month.

The landlord testified that the tenants rent payments have been sporadic throughout the tenancy, and that the last payment received from the tenant was a payment of \$2390.00 paid in November of 2016, however at that time there was a total of \$3450.00 in rent outstanding, and therefore that still left the balance of \$1060.00 still outstanding for the month of November 2016.

The landlord further testified that he has received no further payments and therefore the total rent outstanding is as follows:

November 2016 rent outstanding	\$1060.00
December 2016 rent outstanding	\$1130.00
January 2017 rent outstanding	\$1130.00
February 2017 rent outstanding	\$1130.00
March 2017 rent outstanding	\$1130.00
April 2017 rent outstanding	\$1130.00
May 2017 rent outstanding	\$1130.00
Total	\$7840.00

The landlord further testified that the tenant was personally served with a 10 day Notice to End Tenancy on March 27, 2017 and the tenant has failed to comply with that notice.

The tenant testified that he does not believe the landlord has kept accurate records of payments that he is made, and that he has paid the full November 2016 rent, and has also paid \$130.00 towards the December 2016 rent.

The tenant further testified that all his payments were made in cash to the landlord's agent, and the landlord's agent never gave him receipts.

The tenant further testified that, he has not paid any rent for the months of January 2017 through May 2017, as he believed he should get a discount in the rent for having to use his own washer and dryer.

The tenant is therefore requesting that Notice to End Tenancy be canceled and the tenancy be allowed to continue.

In response to the tenant's testimony, the landlord's agent testified that all monies given to her by the tenant were always deposited into the landlords account; however she does agree that no receipts were ever given to the tenant as the tenant stated he did not need receipts.

In response to the tenants testimony the landlord testified that every rent deposit received has been accurately recorded in the ledger that's been provided for today's hearing.

Analysis

I have reviewed the rent ledger provided by the landlord and it is my decision that the landlord has shown that, as of the end of April 2017, the tenant owed \$6710.00 in back rent.

The tenant testified that he believes that all the payments he made have not been accurately recorded, and that the landlord did not record a payment made in November 2016 that covered the full November 2016 rent and an extra \$130.00 towards December 2016 rent. Having reviewed the ledger however I find that the tenant did make a payment of \$2390.00 which is equivalent to two months' rent plus an extra \$130.00 however at the time that the payment was made there was a total of \$3450.00 outstanding to the end of November 2016, and therefore, even after that payment was made, there was still a balance of \$1060.00 outstanding as shown in the landlords ledger.

It is my decision therefore that the tenant has not shown that the landlord's record of payments has any inaccuracies.

It is my decision therefore that the landlord has shown that the following rent is outstanding:

November 2016 rent outstanding	\$1060.00
December 2016 rent outstanding	\$1130.00
January 2017 rent outstanding	\$1130.00
February 2017 rent outstanding	\$1130.00
March 2017 rent outstanding	\$1130.00
April 2017 rent outstanding	\$1130.00
May 2017 rent outstanding	\$1130.00
Total	\$7840.00

Pursuant section 67 of the Residential Tenancy Act, I therefore allow the landlords full monetary claim, and since the tenant has been properly served with a 10 day Notice to

End Tenancy I also allow the landlords request for an Order of Possession, pursuant to section 55 of the Residential Tenancy Act.

Pursuant to section 62 of the Residential Tenancy Act the tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

Having allowed the landlords full claim, I also order recovery of the landlord's \$100.00 filing fee.

Conclusion

I have issued a monetary order for the tenant to pay \$7940.00 to the landlord.

I have issued an Order of Possession to the landlord enforceable two days after service on the tenant.

The tenant's application to cancel a Notice to End Tenancy has been dismissed.

The tenant's application for rent reduction has been dismissed with leave to reapply.

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: May 04, 2017

Residential Tenancy Branch