



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

Tenant:	CNR, MNDC, MNR, OLC, PSF, RR
Landlord:	MNSD, MNDC, FF

Introduction

This hearing was convened in response to cross applications by both parties pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows. The tenant's application filed April 28, 2017 seeks:

1. to cancel a Notice to End for Unpaid Rent - Section 46
2. a monetary Order for loss- Section 67
3. compensation for the cost of emergency repairs – Section 67
4. for landlord to provide services or facilities required by agreement or law – Section 65
5. for reduction of rent - Section 65
6. for the landlord to comply with the Act – Section 62
7. an Order to recover the filing fee for this application - Section 72

The landlord's un-amended application filed May 11, 2017 seeks:

1. a Monetary Order for unpaid rent - Section 67
2. an order to retain the security deposit – Section 38
3. an Order to recover the filing fee for this application - Section 72

Both parties attended the hearing and were given an opportunity to resolve their dispute. It must be noted this proceeding of the parties' cross applications was previously adjourned by mutual agreement from a hearing date of June 06, 2017. The tenant again orally requested a second adjournment in order to complete their application and put together evidence they claim to possess and upon which they seek to rely, all of which to date was not accomplished. The tenant claims they have been occupied by a series of other matters including health issues. The landlord did not want to further delay their own application and stated they were ready to proceed with their application. In this matter, given the tenant has not aptly provided the landlord with their claim; and, there is no prejudice to either party I determined to dismiss the tenant's application, *with leave to reapply*. The proceeding advanced on the merits of the landlord's monetary claim.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began November 17, 2016. The tenant vacated May 15, 2017. Rent in the amount of \$900.00 was payable under the tenancy agreement in advance on the 17th day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$450.00 which they retain in trust. The tenant acknowledged failing to pay rent in the months of January 2017 and February 2017 and also beyond. Regardless, the landlord solely seeks unpaid rent for January and February 2017.

Analysis

Based on the parties' testimony the tenant did not pay the rent owed in the months of January and February 2017. I find the landlord has established a monetary claim for unpaid rent. I grant the landlord the unpaid rent due January and February 2017. The security deposit will be off-set from the award made herein. As the landlord was primarily successful in their application they are entitled to recover their filing fee.

Calculation for Monetary Order

Unpaid rent January 2017	\$900.00
Unpaid rent February 2017	\$900.00
Filing fee	\$100.00
<i>Less Security Deposit in trust</i>	<i>-\$450.00</i>
Monetary Award / landlord	\$1450.00

Conclusion

The tenant's application is dismissed, with leave to reapply.

The landlord's application is granted.

I Order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$1450.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding.

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: July 31, 2017

Residential Tenancy Branch