



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WALL MANSION & ESTATES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with the corporate landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order pursuant to section 67 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agent, JR (the "landlord").

As both parties were in attendance I confirmed service of documents. The tenant confirmed that he had received the landlord's application for dispute resolution and evidentiary materials. I find that the tenant was duly served with the landlord's application package in accordance with sections 88 and 89 of the *Act*. The tenant testified that he had not served the landlord with any evidence.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The parties agreed on the following facts. This periodic tenancy began in September, 2015 and ended on February 28, 2017. At the end of the tenancy the monthly rent was \$1,525.00. A security deposit of \$762.50 was paid at the start of the tenancy and is still

held by the landlord. The parties participated in a condition inspection at the end of the tenancy and the tenant gave written authorization that the landlord may retain \$80.00 for cleaning and repairs. The current amount of the security deposit held by the landlord is \$682.50.

The landlord claims the amount of \$1,525.00 the rent for the month of March, 2017 as the tenant gave written notice of their intention to end the tenancy on February 15, 2017. The landlord testified that after the tenant vacated the unit, it was advertised online in March and a new lease agreement was signed on April 6, 2017.

The tenant testified that the rental unit experienced serious infestation by mice and the landlord did not take adequate measures to rectify the situation. The tenant said that the mice sightings were reported to the landlord on multiple occasions starting in December, 2016. The tenant said that the measures taken by the landlord, including laying out glue traps in certain areas, were inadequate. The tenant said that because the landlord did not properly deal with the mice infestation there should be no obligation that he provide notice to end tenancy or pay the rent for the month of March.

Analysis

A tenant must pay rent when it is due, whether or not the landlord complies with the *Act*, regulations or tenancy agreement pursuant to section 26(1) of the *Act*. Section 45 of the *Act* explains that a tenant may end a periodic tenancy by giving the landlord notice on a date not earlier than one month after the date the landlord receives the notice.

I find that, as the tenant gave notice of their intention to end the tenancy on February 15, 2017 the effective date of the end of tenancy was March 31, 2017. I find that the tenant was obligated to pay the monthly rent in the amount of \$1,525 on March 1, 2017. I accept the evidence of the parties that the tenant failed to pay the full rent on that date.

Section 67 of the *Act* states, if damage or loss results from a party not complying with this *Act*, the regulations or a *tenancy agreement*, the director may determine the amount of, and order that party to pay, compensation to the other party. I find that a violation of the tenancy agreement occurred by the tenant, that the landlord had to make efforts to rectify this violation and that landlord is entitled to compensation as per the tenancy agreement signed by the parties. I issue a monetary award in the landlord's favour in the amount of \$1,525.00.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's \$682.50 security deposit in partial satisfaction of the monetary award issued in the landlord's favour.

As the landlord's application was successful I order that the landlord may recover the \$100.00 filing fee for this application from the tenant.

Conclusion

I grant a monetary order to the landlord in the amount of \$942.50 under the following terms:

Item	Amount
Unpaid Rent March	\$1,525.00
Less Security Deposit	-\$682.50
Filing Fees	\$100.00
TOTAL	\$942.50

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: August 3, 2017

Residential Tenancy Branch