



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

Both parties made applications and attended the hearing, the landlord by authorized representative (hereinafter called the landlord) and gave sworn testimony. The tenant agreed they received the Notice to end Tenancy dated November 19, 2017 to be effective December 31, 2017 and the Application for Dispute Resolution by registered mail. The landlord agreed she received the tenant's Application for Dispute Resolution. I find that the parties were legally served with the documents according to sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order of Possession pursuant to Sections 47, and 55 for cause;
- b) A Monetary Order for unpaid rent pursuant to sections 46 and 67;
- c) To retain the security deposit to offset the amount owing; 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 cause; and
- f) For consideration for reimbursement of expenses for supplies.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there is good cause to end this tenancy and obtain an Order of Possession? Has the landlord proved that rent is owed and the amount? Are they entitled to recover the filing fee?

Or is the tenant entitled to any relief?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The female tenant gave evidence that their application was under her married name but she now uses her other name. The style of cause in the Decision and Orders was amended to show both names of the female tenant. The

undisputed evidence is that the tenancy commenced November 1, 2016, rent was to be \$800 a month but a verbal agreement was made to only charge \$500 a month with the tenant to supply receipts of \$300 each month for supplies and work done on the home. It is undisputed that the tenant submitted only one receipt for \$291.41.

On the Notice to End Tenancy for cause, the landlord listed many causes but only evidence for one cause, repeated late payment of rent, was heard. The landlord supplied evidence that no rent was unpaid for December 2016, January to April 2017, October 2017 and January 2018. The tenant supplied evidence through bank statement that they paid \$500 rent a month for June, July, August, November and December 2017. The landlord pointed out that they were not claiming the \$500 rent for those months but claiming the extra \$300 for each month as no receipts for supplies were submitted. The landlord claims \$800 rent owing for 7 months (Dec. 2016 + Jan. to April 2017 + November 2017 and January 2018) which totals \$5600. In addition, the landlord claims \$300 each month for Nov. 2016, May, June, July, October, and December 2017 as no receipts were provided for this reduction of rent for these months (total \$300 x 6 months = \$1800). One receipt for \$291.41 should be deducted from these amounts. The tenant stated he has receipts for \$800 for flooring, \$150 for plumbing supplies and \$60 for underlay. The landlord said they would credit the tenants for any receipts for supplies that are provided to them now and deduct them from any monetary order granted to them in this hearing.

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

Analysis

Order of Possession

Section 47 of the Act sets out causes, any one of which if proven, is sufficient to end the tenancy. I find the weight of the evidence is that the tenant has been repeatedly late in paying rent and actually did not pay rent at all for 6 months. I find the landlord has sufficient cause to end this tenancy. An Order of Possession is issued effective two days from service. However, the landlord verbally agreed with the tenants that they could stay until February 1, 2018. She said she has a person coming from another province to do repairs on February 1, 2018 and she needs to process the Order of Possession in the court in case the tenant does not leave in accordance with his agreement to be out by February 1, 2018.

Monetary Order

I find that there are rental arrears in the amount of \$6817.18 representing rental arrears from December 2016 to January 2018. Although the tenant provided bank withdrawals for a number of months, I find the landlord claimed for none of those months. One receipt for expenses in the amount of \$291.41 is in evidence to be deducted. Although the tenant claimed he had additional expenses, he provided no other receipts in evidence. I note the landlord agrees he may provide them with these receipts now and they will be deducted from any monetary order they may be granted.

Conclusion:

I dismiss the application of the tenant in its entirety without leave to reapply. I find the landlord is entitled to an Order of Possession effective two days from service and a monetary order as calculated below. I find the landlord is entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Dec. 2016, Jan. to April 2017+ Oct +Jan. 2018 (7 months x \$800)	5600.00
Nov. 2016, May, June, July, Nov. Dec. 2017 (5 monthsx\$300)	1800.00
Filing fee	100.00
Less one expense receipt	-291.41
Total Monetary Order to Landlord	7208.59

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: January 16, 2018

Residential Tenancy Branch