



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A participatory hearing was held on December 28, 2017. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession for unpaid rent or utilities;
- a monetary order for unpaid rent or utilities;
- to recover the filing fee from the Tenant for the cost of this application.

The Landlord and the Tenant both attended the hearing and provided testimony. The Tenant acknowledged receiving the Landlord's application, amendment, and evidence and stated she had adequate time to review this information. The Landlord acknowledged receipt of the Tenant's evidence package and had sufficient time to review it.

The Landlord testified that the Tenant moved out of the rental unit on April 25, 2018. As such, he no longer requires an order of possession. In consideration of this, I hereby amend the Landlord's application accordingly and will not be addressing his request for an order of possession any further.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to recover the filing fee from the Tenant for the cost of this application?

### Background and Evidence

Both parties agreed that monthly rent is \$2,692.00, and is due on the first of the month. Both parties also agreed that the Landlord currently holds a pet deposit and security deposit in the amount of \$1,275.00 and \$1,275.00, respectively. Both parties agree that the tenancy ended on April 25, 2018, the date the Tenant moved out of the rental unit.

The Landlord stated that he is seeking to recover \$1,100.00 in unpaid rent from December of 2017, as well as unpaid rent for the months of March and April 2018. He is also looking for recovery of the filing fee. In summary, the Landlord is seeking a total of \$6,584.00 for these items, less \$535.78, which reflects the cost the Tenant paid to repair the dryer. The Landlord requested that the deposits he currently holds be handled separately, as he suspects there may be outstanding utilities. The Landlord requested for his monetary order not to be offset by the deposits he holds, and these deposits will be handled separately.

The Tenant stated that she is now willing to pay for the \$1,100.00 she had withheld from rent in December 2017. The Tenant also acknowledged that she did not pay March or April rent for 2018. The Tenant stated that she only thinks she should have to pay for 25 days' worth of rent for April 2018 because she moved out on the 25<sup>th</sup> of April. The Tenant stated that she could not move out before this because she could not get an elevator booked for her move. The Tenant repaired the dryer in the rental unit at a cost of \$535.78 and provided a receipt into evidence. The Landlord agreed to reimburse the Tenant for this amount.

### Analysis

Based on the testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent.

With respect to the Landlord's request for a Monetary Order for unpaid rent, I note the Tenant acknowledges that she owes \$1,100.00 in unpaid rent from December 2017. The Tenant also acknowledges that she did not pay rent for March or April 2018 and I find the Landlord is entitled to compensation for these amounts. I also note the Landlord has agreed to repay the Tenant for the cost she incurred to fix the laundry dryer, as specified above. With respect to the amount of rent due and payable for April 2018, I note that the Landlord was not able to re-rent the unit right away, and is still trying to show the suite to re-rent it. I find it reasonable that the Tenant be responsible for the full

month of rent for April 2018, given she moved out on the 25<sup>th</sup> of the month, and it would have been difficult for the Landlord to re-rent it right away for the remainder of the month.

In summary, I find the Landlord is entitled to a monetary order as follows:

- \$1,100.00 – Outstanding rent from December 2017
- \$2,692.00 – Rent for March 2018
- \$2,692.00 – Rent for April 2018
- \$100.00 – filing fee
- Subtotal: \$6,584.00

LESS:

- \$535.78 – for laundry dryer repair

**TOTAL: \$6,048.22**

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was substantially successful in this hearing, I order the Tenant to repay the \$100. This amount was included in the total above.

#### Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$6,048.22**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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 15, 2018

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Residential Tenancy Branch