



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, CNR, MNR, MNSD, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent, for the cost of repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit. The tenant applied for an order to cancel the notice to end tenancy and for the recovery of the filing fee.

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. Both parties represented themselves.

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

The tenant testified that he had moved out of the rental unit on October 04, 2018. Since the tenant has moved out, his application to cancel the notice to end tenancy is moot and accordingly dismissed. Also since the landlord has possession of the rental unit, he withdrew his application for an order of possession.

The landlord testified that he is in the process of carrying out repairs to restore the unit to a condition it can be re-rented. Since these repairs are not complete, the portion of his application that deals with the cost of repairs is dismissed with leave to reapply. The landlord has also requested that the security deposit be dealt with at the time he would be making his application for the cost of repairs. Accordingly, this hearing only dealt with the landlord's monetary claim for unpaid rent and the filing fee.

At the start of the hearing the tenant provided the landlord with a forwarding address and an email address. The landlord stated that he understood that he has 15 days to make an application to retain the security deposit against his monetary claim for the cost of repairs. The tenant's electronic file has been updated to include his forwarding address as provided by him.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

### **Background and Evidence**

The tenancy started in July 2017. The monthly rent was \$1,600.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$800.00. The tenant agreed that he had failed to pay rent for July, August, September and October 2018.

The landlord had served the tenant with multiple ten day notices to end tenancy. The tenant disputed the notice dated August 22, 2018. The tenant continued to occupy the rental unit without paying rent until he moved out on October 04, 2018.

The landlord stated that the tenant left the unit in a condition that requires cleaning and repair. As of the date of this hearing, October 19, 2018, the landlord is in the process of restoring the rental unit and does not have a new tenant for October 2018.

The landlord is claiming rent for the months of July to October 2018 for a total of \$6,400.00 in unpaid rent. The landlord is also claiming \$100.00 for the recovery of the filing fee.

### **Analysis**

Based on the sworn testimony of the both parties, I accept the landlord's evidence in respect of the claim. The tenant agreed that he had not paid rent for the months of July, August, September and October 2018. The tenant also agreed that he had moved out of the rental unit on October 04, 2018, thereby not giving the landlord adequate opportunity to find a tenant for October 2018.

I find that the landlord is entitled to \$6,400.00 for unpaid rent. Since the landlord has proven his case he is also entitled to the filing fee of \$100.00 for a total claim of \$6,500.00.

The landlord has established a claim of \$6,500.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of 6,500.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant applied to cancel the notice to end tenancy and chose to move out. Since the tenant's application is dismissed he is not entitled to the recovery of the filing fee.

### **Conclusion**

I grant the landlord a monetary order for **\$6,500.00**.

The tenant's application is dismissed in its entirety.

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: October 19, 2018

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Residential Tenancy Branch