



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, CNR, MNR, MNSD, MNDC, 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, cost of repairs and 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.

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 parties represented themselves. As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that he had not filed any of his own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

At the start of the hearing, the parties informed me that the tenancy had ended on August 10, 2019. The landlord agreed that she had possession of the rental unit and did not need an order of possession. Since the tenant moved out his application to cancel the notice to end tenancy is moot and accordingly dismissed.

The landlord stated that she made this application prior to the end of tenancy and that since then the monetary portion of her claim has significantly increased. The landlord requested that I dismiss her claim for damages with leave to reapply. Since the landlord was not in a position to assess true damage prior to the end of tenancy, I dismiss the landlord's claim for damages with leave to reapply. The landlord also requested that the security deposit be dealt with at the time she would be making the additional claims.

Accordingly, the landlord's application for damages and to retain the security deposit is dismissed with leave to reapply. Therefore, this hearing only dealt with the landlord's monetary claim for unpaid rent and the filing fee.

Issues to be decided

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

Background and Evidence

The background facts are generally undisputed. The tenancy started on June 01, 2007. Rent at the end of the tenancy was \$3,427.19 due on the first day of each month. The landlord stated that the tenant owed rent in the amount of \$3,343.00 for June 2019 plus \$3,427.00 for July 2019 for a total of \$6,770.00. The tenant agreed that he owed rent in this amount.

Analysis

Based on the testimony of both parties, I accept the landlord's evidence in respect of the claim. The tenant agreed that he owed \$6,770.00 in unpaid rent. Since the landlord has proven her case, I grant the landlord \$100.00 for the recovery of the filing fee.

Overall the landlord has established a claim for \$6,870.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$6,870.00**. The remainder of the landlord's claim is dismissed with leave to reapply.

The tenant's application is dismissed.

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: September 06, 2019

Residential Tenancy Branch