



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding Don Development Construction
Company and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR-MT, MNDCT, RP, OLC, FFT

Introduction

This hearing dealt with the Tenant's April 21, 2023 application under the *Residential Tenancy Act* (the *Act*) for:

- Cancellation of a 10-Day Notice to End Tenancy for Unpaid Rent (the Notice) issued on April 16, 2023, pursuant to section 46
- An order for compensation for monetary loss or other money owed
- An order requiring the landlord to carry out repairs, pursuant to sections 32 and 62.
- An order for the landlord to comply with the *Act*, the Residential Tenancy Regulation and/or tenancy agreement, pursuant to section 62
- An authorization to recover the filing fee for this application, under section 72

Preliminary Issues

- Name of Landlord

The incorrect person was listed as the Landlord in this application, the correct Landlord was added to the application.

- Tenant's Application to have the Landlord comply with the *Act*, Regulation and/or tenancy agreement and for repairs.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the Tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent is the application to set aside the Notice. I find that the additional claims on this Application for Dispute Resolution does not sufficiently relate to be determined during these proceedings. Therefore, only the Tenant's request to set aside the Notice

and to recover the filing fee will be dealt with below. The balance of the Tenant's application is dismissed, with leave to reapply.

Issues to be Decided

- Should the Notice be cancelled?
- If not, is the Landlord entitled to an order of possession and a monetary order for unpaid rent?
- Is the Tenant entitled to monetary compensation or other money owed?
- Is the Tenant entitled to the filing fee?

Facts and Analysis

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to relevant facts and information in this decision.

The parties confirmed the following details with respect to the tenancy:

- The tenancy began March 1, 2022 and was for a fixed term then the tenancy continued on a month-to-month basis
- Rent was \$1,000.00 per month and due on the first of the month
- The Landlord collected and still retains a \$500.00 security deposit and a \$500.00 pet damage deposit

The Notice

The Landlord's Agent SM (The Landlord's Agent) testified that they served the Notice in person April 16, 2023 and the Tenant testified they receive the Notice on that date.

The Landlord's Agent testified that the Notice was issued because the Tenant did not pay rent for February, March or April 2023 and owes \$3,000.00. The Landlord's Agent further testified that the Tenant's boyfriend had been handling the rent drop off for February to April 2023. The Tenant disputes that rent was not paid for in those months. The Tenant testified that they put February's rent in the lobby rent safe (the Safe) on February 3rd. The Tenant further testified that the rent for March was put in the Safe by the Tenant's boyfriend between March 20th-28th; however, the Tenant did not physically see their boyfriend do this. The Tenant was unable to recall who put April's rent in the Safe. Both parties agree that rent was paid for May and June 2023.

The Landlord's Agent testified that prior to February 2023 they had no issues with the Tenant paying rent or accounting for the Tenant's rent payment. The Tenant always

paid in cash and labelled the bag the money was in with their unit number. Additionally, the Landlord's Agent testified that they have never had any issues with money going missing from the Safe. The Landlord's Agent stated that the issues with the Tenant's rent began when the Tenant's boyfriend began handling the rent drop off.

The Tenant was not able to provide any details about the rent paid for April 2023 and the Tenant cannot confirm their boyfriend put the rent for March 2023 in the Safe beyond their belief that their boyfriend is trustworthy. Additionally, the parties had no issues accounting for rent prior to February 2023 and after April 2023, when the Tenant was the one putting the rent in the Safe. The above supports that rent was not paid for from February to April 2023. Therefore, I find on a balance of probabilities that the Notice was issued for the valid reason of non-payment of rent.

Based on the above, the testimony and evidence, I find that the Tenant was served with the Notice in accordance with the *Act*. The Notice is included in the evidence and I find the Notice meets the form and content requirements of section 52 of the *Act*.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the *Act*. Given that the Tenant has paid for June 2023 rent, the order of possession will be issued for June 30, 2023.

I find the Landlord is entitled to a monetary order for the unpaid rent, pursuant to section 55(1.1) of the *Act* in the amount of **\$3,000.00**. I order that the Landlord retain the security deposit of **\$500.00** in partial satisfaction of the claim.

In summary, the Landlord is entitled to:

Unpaid rent	\$3,000.00
Deduct Security Deposit	-\$500.00
Total monetary award	\$2,500.00

I find that the Landlord is entitled to a monetary order for the unpaid rent for the balance due of **\$2,500.00**.

Is the Tenant entitled to monetary compensation or other money owed?

The Tenant's application included a claim for monetary compensation of \$1,000.00. The Tenant testified that the \$1,000.00 would go towards getting the rental unit fixed. When I asked the Tenant why they believed they were entitled to monetary compensation, the Tenant initially responded that they did not know. Upon further questioning, the Tenant stated it was because of having to deal with issues in the rental unit, for example bathroom fan not working, rusted bathroom sink and a request for a new kitchen stove.

The Landlord's Agent testified, that none of these issues were brought to their attention until after the Tenant was served with the Notice. The Landlord's Agent further testified that the stove has been ready to install in the Tenant's unit, but the Tenant has not been responsive to any communications from the Landlord's Agent. Additionally, the Landlord's Agent testified that when they are working on the other repair requests, but repairs are done according to priority and none of the Tenant's repairs qualify as an emergency.

The onus is on the Tenant to show that compensation is owed, and the Tenant was not able to provide any evidence to support how these issues with the rental unit resulted in any damage or loss to the Tenant. Additionally, given that I am ending the tenancy, the Tenant will not need the \$1,000.00 to make these changes to the rental unit. Based on the above, I dismiss the Tenant's application for compensation for monetary loss or other money owed.

Is the Tenant entitled to the filing fee?

Given that the Tenant was not successful in their application, I decline to award them the cost of the filing fee.

Conclusion

The Tenant's application is dismissed. The Landlord is granted an order of possession and a monetary order in the above terms. If the Tenant does not comply with the Order of Possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that court. The Monetary order may be filed in the Provincial Court and enforced as an order of that Court.

At the end of the tenancy the Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. Tenant and landlords both have an obligation to complete a move-out condition inspection at the end of the tenancy. To

learn about obligations related to deposits, damage and compensation, search the [RTB website](#) for information about after a tenancy ends.

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: June 09, 2023

Residential Tenancy Branch