



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MND, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damage to the unit, site or property, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord's Agent said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on June 20, 2012. Based on the evidence of the Landlord's Agent, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there damages to the unit and if so how much?
4. Is the Landlord entitled to compensation for the damage and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on September 1, 2010 as a fixed term tenancy with an expiry date of August 31, 2011 and then renewed on a month to month basis. Rent was \$900.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$450.00 on August 12, 2010. The Tenant she moved out of the unit on June 3, 2012 as a result of a 10 Day Notice to End Tenancy dated May 25, 2012.

The Landlord's agent said that the Tenant did not pay rent of \$900.00 for April, 2012 and the Tenant has unpaid rent of \$900.00 for June, 2012. As well the Landlord's agent said they made repairs to the unit as indicated on the move out condition inspection report to repair and paint some patches on the walls and to replace some light bulbs. The Landlord's agent submitted a receipt for \$189.84 for the work done. The Landlord's agent said their total claim is \$1,989.84.

The Landlord's agent said they also have requested to recover the filing fee of \$50.00 from the Tenant.

The Tenant said she paid the April, 2012 rent in cash by dropping it in the drop box at the Property Management Office after working hours on April 23, 2012. The Tenant said she did not get a receipt, but did talk to the property Manager on May 10, 2012 about the payment. The Landlord's agent said they did not receive a cash payment from the Tenant on April 23, 2012. The Landlord's agent continued to say that they issue receipts on all cash rent payments as it is a requirement of their business.

The Tenant continued to say that she moved out of the unit because she received a Notice to End Tenancy with an effective date of June 9, 2012; therefore the Tenant said she is not responsible for the June rent as the Landlord ended the tenancy. The Landlord's agent said the Tenant had given her notice to move out on May 9, 2012 for the end of June, 2012, but because she had not paid the rent for April the Landlord issued a Notice to End Tenancy. The Landlord's agent said they have rented the unit to new tenants on July 1, 2012, but they believe the Tenant is responsible for the June, 2012 rent of \$900.00.

Both parties agreed that the Landlord's claim of \$189.94 for wall repairs and for light bulbs is justified. The damages are noted on the conditions inspection report and the report is signed by both parties.

### Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

As there is no evidence to corroborate the Tenant's claim that she paid the April, 2012 rent and as the Landlord's agent supported their claim with the 10 day Notice to End the Tenancy for unpaid rent and a copy of the Tenant ledger which indicates the April, 2012 rent was not paid; I find the Landlord has established grounds to be successful, I award the Landlords the April, 2012 rent of \$900.00. As well the Tenant gave notice for the end of June and she occupied the unit until June 3, 2012 therefore I find the tenant is responsible for the June, 2012 rent of \$900.000. I award the Landlords unpaid rent for April and June, 2012 in the total amount of \$1,800.00.

Further as both parties agreed on the damage claim of the Landlords in the amount of \$189.84 and the claims supported by the move out condition inspection report, I award the Landlords the damage claim of \$189.84.

As the Landlords have been successful in this matter, the Landlords are also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,800.00
	Repairs	\$ 189.84
	Recover filing fee	\$ 50.00
	Subtotal:	\$2,039.84
Less:	Security Deposit	\$ 450.00
	Subtotal:	\$ 450.00
	Balance Owing	\$ 1,589.84

### Conclusion

A Monetary Order in the amount of \$1,589.84 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

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Residential Tenancy Branch