



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: FF, MNDC, OPC & FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail to where the tenant resides on May 16, 2013.

With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began in 2009 when the tenant rented the rental unit from the landlord's aunt and uncle. The tenant and the aunt and uncle were friends. The aunt and uncle have since passed away. The property was transferred into the names of the applicants on April 23, 2013. The rent is \$880 per month payable on the first day of each month.

The landlord testified her aunt told her that the tenant did not pay a security deposit. The tenant disputes this and he testified that he paid a security deposit of \$415 to the applicant's aunt at the start of the tenancy.

The applicant testified the tenant damaged an interior door. The landlord gave the tenant a Notice demanding that he fixed the door. When he failed to complete the work she served a one month Notice to End Tenancy on the tenant. The tenant did not file an Application for Dispute Resolution to dispute the one month Notice and he vacated at the end of May.

The tenant denies that he damaged the door. He testified it was damaged by the applicant's uncle. He further testified that the landlord told him he would now have to pay \$1200 in rent plus utilities which would amount to a 70% rent increase. He submits the one month Notice is without basis and is a sneaky way to terminate the tenancy without giving the required 2 month Notice and the accompanying one month free rent. He testified that he is not responsible to pay for the cost of the damage door because he did not cause that damage. Further, he submits that he had a right to withhold the rent for May as the landlord should have given him a 2 month Notice.

The landlord has not made the repairs to the door and has not provided a quotation as to how much it will cost to repair the door.

Analysis - Order of Possession:

It is no longer necessary to consider the landlord's application for an Order for Possession as the tenant has vacated the rental unit.

Analysis - Monetary Order and Cost of Filing fee

I determined the landlord has established a claim against the tenant in the sum of \$880 for non payment of rent for May. I do not accept the tenant's submission that he is entitled to the equivalent of one month rent as the landlord did not serve a two month Notice to End Tenancy on the Tenant. The tenant vacated after a one month Notice to

End Tenancy was served on the tenant. The tenant lived in the rental unit for the month of May and he is responsible to pay the rent for that month.

I determined the Application for Dispute Resolution does not include a claim for compensation for damage to the door. The Application for Dispute Resolution filed by the landlord claims \$880 which is one month rent. In the Details of Dispute it states the damage to the door as the basis for serving the one month Notice to End Tenancy but it does not clearly indicate that the landlord is claiming compensation for the damaged door. I determined the landlord has not made a claim for the cost of repairing the door in this Application for Dispute Resolution. The landlord must file a new application if she intends to make this claim.

I granted the landlord a monetary order in the sum of \$880 plus the sum of \$50 in respect of the filing fee for a total of \$930.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and 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: June 11, 2013

Residential Tenancy Branch