



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, CNR, OPR, OPC, MND, MNR, MNSD, FF

Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; to set aside a Notice to End Tenancy for Unpaid rent; and “other”. At the outset of the hearing the male Tenant stated that they were vacating the rental unit today and that they wished to withdraw their Application for Dispute Resolution.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession; for a monetary Order for unpaid rent; for a monetary Order for damage to the rental unit; to retain all or part of the security deposit; and to recover the cost of filing the Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make submissions.

The Agent for the Landlord stated that on September 23, 2014 documents the Landlord wishes to reply upon as evidence were personally served to the Tenant. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the Landlord be granted an Order of Possession and is the Landlord entitled to compensation for unpaid rent and/or damage to the rental unit?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on June 16, 2014; that the Tenant agreed to pay monthly rent of \$900.00 by the first day of each month; that the Tenant paid a security deposit of \$450.00; and that \$225.00 of that deposit has already been refunded to the Tenant.

The Landlord and the Tenant agree that no rent has been paid for August, September, or October of 2014.

The Landlord and the Tenant agree that a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of August 17, 2014, was personally served to the Tenant on August 07, 2014.

The Landlord is seeking compensation for repairing one window screen from a kitchen window. The female Tenant stated that she accidentally damaged this screen and that she is willing to pay the Landlord \$20.00 to repair the screen.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$900.00 by the first day of each month. Section 26(1) of the *Act* requires tenants to pay rent to their landlord.

On the basis of the undisputed evidence, I find that the Tenant has not paid rent for August of 2014. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$900.00 in outstanding rent for August of 2014.

If rent is not paid when it is due, section 46(1) of the *Act* entitles landlords to end the tenancy within 10 days, by providing proper written notice. On the basis of the undisputed evidence, I find that the Ten Day Notice to End Tenancy, personally served on August 07, 2014.

As rent for August has not been paid and the Tenant was served with a valid Ten Day Notice to End Tenancy for Unpaid Rent, I find that the Landlord is entitled to an Order of Possession.

As the Tenant did not vacate the rental unit on the effective date of the Ten Day Notice to End Tenancy, I find that the Tenant is obligated to pay rent, on a per diem basis, for the days the Tenant remained in possession of the rental unit. As the Tenant has already been ordered to pay rent for the period between August 17, 2014 and August 31, 2014, I find that the Landlord has been fully compensated for that period. I also find that the Tenant must compensate the Landlord for the month of September, as the Tenant remained in possession of the rental unit for that month.

I also find that the Tenant must compensate the Landlord for the first eight days of October, as the Tenant remained in possession of the rental unit for those days, at a daily rate of \$29.03, which equates to \$232.24.

I decline to award compensation for the entire month of October as the Tenant has indicated they will vacate the rental unit today. The Landlord retains the right to file another Application for Dispute Resolution seeking additional compensation for loss of revenue if the Tenant does not vacate the rental unit today.

As the Tenant acknowledged damaging one window screen in the rental unit and the Tenant agreed to compensate the Landlord for this damage, in the amount of \$20.00, I find that the Landlord is entitled to compensation in this amount.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on October 09, 2014. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$2,102.24, which is comprised of \$2,032.24 in unpaid rent, \$20.00 for the damage to the window screen, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the remainder of the Tenant's security deposit, which is \$225.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$1,877.24. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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: October 08, 2014

Residential Tenancy Branch

