



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LANDLORD: OPR, MNR, FF
TENANTS: CNR, FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking an Order of Possession, a monetary order for unpaid rent and to recover the filing fee for this proceeding.

The Tenants filed to obtain an order to cancel the Notice to End Tenancy and to recover the filing fee for this proceeding.

Service of the hearing documents by the Landlord to the Tenants were done by registered mail on November 25, 2014 in accordance with section 89 of the Act.

Service of the hearing documents by the Tenants to the Landlord were done by registered mail on November 22, 2014 in accordance with section 89 of the Act.

Both parties confirmed the receipt of the other parties' hearing package.

At the start of the conference call the Tenants said they moved out of the unit on December 10, 2014. Consequently the Tenants withdrew their application to cancel the Notice to End Tenancy and the Landlord withdrew his request for an Order of Possession as he has possession of the rental unit.

Issues to be Decided

Landlord:

1. Is there unpaid rent and if so how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?

Background and Evidence

This tenancy started on May 1, 2014 as a month to month tenancy. Rent is \$950.00 per month payable in advance of the 1st day of each month. The Tenants said they paid a security deposit of \$475.00 and a pet deposit of \$200.00 by July 18, 2014. The Landlord said he thought the security and pet deposit totaled \$500.00.

During the start of the hearing the Tenant said they are moving out of the rental unit on December 10, 2014 and they are unable to pay the unpaid rent. The Tenants said they did not pay the rent for November, 2014 and for December, 2014.

The Landlord said that the Tenant did not pay rent of \$950.00 of rent for the month of November, 2014, when it was due and as a result, on November 15, 2014, he personally delivered a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated November 15, 2014 to the Tenants at the rental unit. Further the Landlord said the Tenants have not paid the December, 2014 rent and they moved out on December 10, 2014 without proper notice so he is unable to re-rent the unit for December, 2014. The Landlord said he is requesting compensation of \$950.00 for each month of November and December, 2014 for a total claim of \$1,900.00 plus the filing fee of \$50.00.

The Tenant said they offered the Landlord \$300.00 on November 15, 2014, but he did not take it. The Tenant said the Landlord requested the unpaid rent in full.

Analysis

Section 26 (1) of the Act 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

I find that the Tenants have not paid the overdue rent and the Tenants do not have the right to withhold a part or all of the unpaid rent. Consequently, I accept the Landlord's testimony and evidence that there is unpaid rent in the amount of \$950.00 for November, 2014 and unpaid rent for December, 2014 in the amount of \$950.00 as the Tenants did not give the Landlord proper notice to vacate the rental unit. I find for the Landlord and award the Landlord a monetary claim for unpaid rent of \$1,900.00. As well since the Landlord has been successful in this matter I also order the Landlord to recover the filing fee of \$50.00 for this proceeding from the Tenants. A Monetary Order in the amount of \$1,950.00 is awarded to the Landlord.

Conclusion

A Monetary Order in the amount of \$1,950.00 has been issued to the Landlord. A copy of the Order must be served on the Tenants 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*.

Dated: December 17, 2014

Residential Tenancy Branch

