



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR OPR MNDC FF ERP RP AAT AS

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order of Possession pursuant to sections 46 and 55; and
- c) An order to recover the filing fee pursuant to Section 72.

This hearing also dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- d) To cancel a Notice to End Tenancy for unpaid rent;
- e) That the landlord do emergency and other repairs pursuant to sections 32 and 33;
- f) That the landlord allow access to the tenants' guests pursuant to section 30; and
- g) That the landlord not withhold his consent to sublet the unit pursuant to section 34

SERVICE

Both parties attended the hearing and each confirmed personal receipt of the Notice to End Tenancy dated June 3, 2015 and of each other's Application for Dispute Resolution. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that rent is owed and they are entitled to an Order of Possession and a monetary order for rental arrears and to recover the filing fee for this application? Or is the tenant entitled to any relief?

Has the tenant proved on a balance of probabilities that the landlord has not done necessary repairs to the property and is denying access to the tenant's guests and unreasonably withholding his consent to sublet or assign the lease?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in May 15, 2015, that rent is \$1495 a month and a security deposit of \$747.50 was paid. It is undisputed that the tenant owes \$547.50 for the balance of May's rent, \$1495 for June and \$1495 for July. The parties signed a mutual agreement to end tenancy on July 31, 2015. The landlord provided evidence of the Notices to End Tenancy, a Police Report, the tenancy agreement and the Mutual Agreement to End Tenancy signed by both parties.

The tenant submitted an Application with many boxes checked. However, he provided no documentary evidence to support his Application and raised no points concerning repairs, guests or consent to sublet in the hearing. He agreed he owed the rent as claimed by the landlord and discussed his move-out date.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

The onus is on each applicant to prove on a balance of probabilities their claim. I find the landlord satisfied the onus of proving they are entitled to an Order of Possession. I find sufficient evidence to give the Order under section 46 of the Act for the tenant still owes the rent on which the Notice was based. I find also the tenancy is terminated pursuant to a mutual agreement on July 31, 2015 and an Order of Possession may be granted on this basis also pursuant to sections 44(1)(c) and 55 of the Act. I grant the landlord an Order of Possession effective July 31, 2015.

Monetary Order:

The onus is on the applicant to prove on a balance of probabilities their claim. I find the landlord satisfied the onus of proving the tenant owes \$3537.50 as the tenant agrees he owes \$547.50 for May and \$1495 for each of June and July 2015. I find the landlord entitled to a Monetary Order for the outstanding rent.

On the tenant's application, the onus is on him to prove on the balance of probabilities that repairs are needed, that the landlord is denying access to his guests and unreasonably withholding consent to sublet. I find insufficient evidence to support his claim; he submitted no documents in support and did not raise these points in the hearing. I dismiss the tenant's application.

Conclusion:

I dismiss the application of the tenant in its entirety without leave to reapply; he claimed no filing fee.

I find the landlord entitled to an Order of Possession effective July 31, 2015 and to a monetary order as calculated below. I find the landlord entitled to retain the security deposit to offset the amount owing and to recover filing fees for this application.

Calculation of Monetary Award:

Balance of rent May 2015	547.50
Rent owed June and July 2015(2x1495)	2990.00
Filing fee	50.00
Less security deposit (no interest 2015)	-747.50
Total Monetary Order to Landlord	2840.00

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: July 28, 2015

Residential Tenancy Branch

