



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 790677**  
**Additional File(s):790474**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

S22

**Landlord(s),**

Applicant(s)/Respondent(s)

And

s. 22

s.22

Applicant(s)/Respondent(s)

Regarding a rental unit at: S. 2 4702 Clarendon St., Vancouver, BC

Date of Hearing: May 23, 2012, by conference call.

Date of Decision: May 23, 2012

Attending:

For the Landlord:

S22

For the Tenant:

s. 22

s.22

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

There are applications filed by both parties. The Landlord has made an application for a monetary order for unpaid utilities or money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee. The Tenant is seeking a monetary order for the return of the security deposit.

Both parties have attended the hearing by conference call and gave testimony. As both parties have attended and have acknowledged receiving the evidence submitted by the other party, I am satisfied that each has been properly served with the notice of hearing and evidence packages as deemed under the Act.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs are dismissed

During the hearing it was clarified by both parties that the monetary amounts for each are to be amended to the following. The Tenant seeks a monetary order for \$400.00 and the Landlord seeks \$203.26 and recovery of the \$50.00 filing fee.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?  
Is the Landlord entitled to retain all or part of the security deposit?  
Is the Tenant entitled to a monetary order?

### Background, Evidence and Analysis

This Tenancy began on February 1, 2012 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$900.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$450.00 was paid on February 1, 2012. Both parties agree that the Landlord returned \$250.00 of the \$450.00 security deposit to the Tenant by two cheques issued on April 5 and 16 of 2012. The Landlord applied for dispute resolution on April 25, 2012. The disputed amount is

\$200.00 currently held by the Landlord. Both parties agree that the Tenancy ended on April 1, 2012 and that the Landlord received the forwarding address by electronic text on April 2, 2012 at the Landlord's request.

The Tenant seeks the return of \$200.00 disputed amount from the security deposit and the award of \$200.00 to equal the amount as compensation under the Act.

Section 38 of the Residential Tenancy Act states,

**Return of security deposit and pet damage deposit**

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

(2) Subsection (1) does not apply if the tenant's right to the return of a security deposit or a pet damage deposit has been extinguished under section 24 (1) *[tenant fails to participate in start of tenancy inspection]* or 36 (1) *[tenant fails to participate in end of tenancy inspection]*.

(3) A landlord may retain from a security deposit or a pet damage deposit an amount that

(a) the director has previously ordered the tenant to pay to the landlord, and

(b) at the end of the tenancy remains unpaid.

(4) A landlord may retain an amount from a security deposit or a pet damage deposit if,

(a) at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant, or

(b) after the end of the tenancy, the director orders that the landlord may retain the amount.

(5) The right of a landlord to retain all or part of a security deposit or pet damage deposit under subsection (4) (a) does not apply if the liability of the tenant is in relation to damage and the

landlord's right to claim for damage against a security deposit or a pet damage deposit has been extinguished under section 24 (2) [*landlord failure to meet start of tenancy condition report requirements*] or 36 (2) [*landlord failure to meet end of tenancy condition report requirements*].

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

(7) If a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may be used only for damage caused by a pet to the residential property, unless the tenant agrees otherwise.

(8) For the purposes of subsection (1) (c), the landlord must use a service method described in section 88 (c), (d) or (f) [*service of documents*] or give the deposit personally to the tenant.

I find that the Landlord has failed to comply with section 38 of the Act by failing to return or file an application for dispute within the allowed 15 days from the end of tenancy on April 1, 2012. On this basis, the Tenant has established a right for the return of the disputed amount of \$200.00 and an amount equal to the \$200.00 because the Landlord has failed to comply with the Act. The Tenant has established a monetary claim of \$400.00.

The Landlord seeks recovery of \$203.26. This consists of an outstanding electric bill for \$60.00. The Tenant disputes this but has conceded that \$50.00 is owed for the electrical bill. The Landlord states that the Tenant is responsible for 1/3 of the cost of the bill, but has failed to provide sufficient evidence to support this claim. I find based upon the direct testimony of the Tenant that the Landlord has established a monetary claim of \$50.00 for this portion of the application.

The Landlord also seeks compensation for \$63.26 for the cost of new locks purchased because the Tenant failed to return the proper keys. The Tenant disputes this and states that the proper keys were returned to the Landlord. The Landlord relies on a statement from the new tenant who immediately took possession of the rental unit on the same date of the tenant's move-out. The letter states that the keys given to s.22 did not work on the locks. The Landlord has submitted the receipt from Home Depot for this expense. The Landlord also seeks the recovery of \$80.00 for labour. \$60.00 covers the Landlord's expense of hiring someone to install the new lock. The Landlord

has not submitted any receipts for this amount. The Landlord also seeks \$20.00 for general cleaning that was required to clean the rental unit. The Tenant disputes this stating that the unit was left clean. The Landlord has provided photographs of the rental unit from the end of the tenancy to support her claim. I find on a balance of probabilities and upon the direct testimony of both parties and the documentary evidence submitted by the Landlord that the Landlord has established a claim for the replacement of new locks for \$63.26 and the \$60.00 in labour. The Landlord has also satisfied me based upon the photographs submitted that the general cleaning costs of \$20.00 has been established.

The Landlord has established a total claim for \$193.26. The Landlord is entitled to the recovery of the \$50.00 filing fee. The Tenant has established a total claim of \$400.00. I grant a monetary order under section 67 for the Tenant of \$156.74. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Tenant is granted a monetary order for \$156.74.

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: May 23, 2012.

---

K. LAM  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 247029**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

s. 22  
s.22

**enant(s),**

Applicant(s)

And

S22

**Landlord(s),**

Respondent(s)

Regarding a rental unit at: s. 22  
s.22 2552 Vancouver Street, Victoria, BC

Date of Hearing: May 25, 2012, by conference call.

Date of Decision: May 25, 2012

Attending:

For the Landlord:

S22

For the Tenant:

s. 22

s.22

## **DECISION**

**Dispute Codes**      CNL, MNDC, PSF, RR, FF, O

This is an application filed by the Tenant to cancel a notice to end tenancy for Landlord's use of the property, a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for the Landlord to provide services required by law, to be allowed to reduce rent for services agreed upon but not provided and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and have acknowledged receiving the evidence submitted by the other party, I am satisfied that each has been properly served with the notice of hearing and evidence under the Act.

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agree that the Tenant shall vacate the rental unit on July 1, 2012 at or before 1:00 pm and that the Landlord shall receive an order of possession to reflect this. Both parties also agreed that the Landlord shall may payment of \$120.00 by cheque to the Tenant within 48 hours of this hearing by placing it in the Tenant's mailbox. The Tenant shall receive a monetary order to reflect this agreement.

The above particulars comprise full and final settlement of all aspects of the dispute arising from this application for both parties.

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: May 25, 2012.

---

K. LAM  
Residential Tenancy Branch





# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 247127**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

S22

**Landlord(s),**

Applicant(s)

And

s. 22

s.22

**Tenant(s),**

Respondent(s)

Regarding a rental unit at: s. 22  
s.22 860 View Street, Victoria, BC

Date of Hearing: May 23, 2012

Date of Decision: May 23, 2012

Attending:

For the Landlord: Not Required

For the Tenant: Not Required

## **DECISION**

Dispute Codes OPR, MNR

### **Introduction**

This matter proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act"), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 16, 2012, the landlord served the tenant with the Notice of Direct Request Proceeding via registered mail.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later.

Based on the written submissions of the landlord, I find that the tenant has been duly served with the Direct Request Proceeding documents.

### **Issue(s) to be Decided**

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent, pursuant to sections 46, 55 and 67 of the Act.

### **Background and Evidence**

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on February 1, 2012, indicating a monthly rent of \$1,450.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 6, 2012 with a stated effective vacancy date of May 19, 2012, for \$1,450.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay all rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent by

posting on the door on May 6, 2012. Section 90 of the Act deems the tenant was served on May 9, 2012.

The Notice states that the tenant had five days to pay the rent in full or apply for Dispute Resolution or the tenancy would end from the service date. The tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

### Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord.

I accept the evidence before me that the tenant has failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

Based on the foregoing, I find that the tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. Therefore, I find that the landlord is entitled to an Order of possession and a monetary Order for unpaid rent.

Section 38 of the Residential Tenancy Act speaks to the proper procedure in the return of the security deposit.

### Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service** on the tenant and this Order may be filed in the Supreme Court and enforced as an Order of that Court.

I find that the landlord is entitled to monetary compensation pursuant to section 67 in the amount of **\$1,450.00** comprised of rent owed.

This Order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

Dated: May 23, 2012.

---

K. LAM  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 788528**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

S22

**Landlord(s),**

Applicant(s)

And

s.22

**Tenant(s),**

Respondent(s)

Regarding a rental unit at: s.22 7th. Ave., New Westminster, BC

Date of Hearing: May 22, 2012, by conference call.

Date of Decision: May 22, 2012

Attending:

For the Landlord:

S22

For the Tenant: No One

## **DECISION**

**Dispute Codes**      MND, MNR, MNDC, MNSD, FF

### **Introduction**

This is an application filed by the Landlord for a monetary order for damage to the unit, unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The Landlords attended the hearing by conference call and gave undisputed testimony. The Tenants did not attend. The Landlord stated that the Tenants were served by Canada Post Registered Mail on March 19, 2012. The Landlord states that the notice of hearing and evidence package was returned as refused by the Tenant. The Landlord has submitted copies of the Canada Post Registered Mail Customer Receipts, envelopes and a print out from the Canada Post On-line tracking system. The Landlords state that they sent the package a second time by Canada Post Registered Mail on April 2, 2012 which was unclaimed and returned to them. The Landlord has submitted a copy of the Canada Post Customer Receipt and print out of the on-line tracking as evidence. As such, I find that the Tenants were properly served with the notice of hearing and evidence package under the Act.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs (postage and photographs) are dismissed.

### **Issue(s) to be Decided**

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### **Background and Evidence**

This Tenancy began on August 15, 2011 on a fixed term tenancy until August 15, 2015 as shown in the submitted copy of the signed tenancy agreement. The monthly rent was \$1,850.00 payable on the 1<sup>st</sup> (\$925.00) and the 16<sup>th</sup> (\$925.00) of each month. A

security deposit of \$975.00 was paid on August 15, 2011. The Landlord states that the Tenants moved out at the end of the day on March 4, 2012.

The Landlord seeks a monetary order of \$4,928.00. This consists of \$3,700.00 for loss of rental income for March and April 2012 as the unit was not re-rented until May 1, 2012 because of damage and cleaning required. The Landlord states that a "rent" sign was purchased right away which was placed in front of the home for \$15.02 (staples receipt) and that advertising costs of \$64.69 (receipt from Glacier Media Classified) were paid to quickly advertise the rental unit. The Landlord seeks recovery of labour costs of \$25.00 (March 5), \$40.00 (March 10 + 16), \$40.00 (March 12) to remove garbage to the dump and remove, deliver and re-install a broken glass panel on a French door (\$67.20 receipt from Pacific Glass Works). The Landlord has provided a City of New Westminster Utility bill that ended on March 3, 2012 which the Tenant has failed to pay in the amount of \$408.18. The Landlord is also seeking recovery of \$18.50 for electrical utilities from March 4 to 15. During the hearing, the Landlord s.22 withdrew this portion of the claim from the application. As such, this second utility amount requires no further action. The Landlord is submitting receipts from the Coquitlam Transfer Station for dump fees on March 22, 2012 for the carpet (\$20.00) and March 30, 2012 (\$20.00). The Landlord has submitted receipts for the cost of storing the Tenant's personal property, \$32.14 for plastic wrap and \$80.00 for labour, \$78.00 for the dump fee costs of removing the personal property after waiting 60 days and \$400.00 for the labour. The Landlord seeks \$168.00 (receipt from Merry Maids dated March 30) for general cleaning. The Landlord states that this is for 4 hours of cleaning for 2 cleaners. The Landlord states that the cleaning by the service was inadequate and required a further 4 hours of cleaning by s.22. The Landlord is seeking \$100.00 for labour and relies on the photographs submitted on the condition of the rental. The Landlord also seeks recovery of \$17.49 and \$26.45 (Rona Receipts dated April 10 and 11). The Landlord is seeking recovery of \$26.80 (Rona Receipt dated April 13) for paint touch up and to patch up of holes. The Landlord is seeking recovery of \$61.60 and \$373.27 (receipts from Lowes dated April 8 and 11) for the replacement of a urine stained carpet. The Landlord's monetary amount based upon these claims total, \$5,676.05.

### Analysis

I accept the undisputed testimony and documentary evidence submitted by the Landlord and find that the Landlord has established a claim for a monetary order of \$5,676.05. However, the Landlord's monetary claim is limited based upon their application to \$5,000.00. The Landlord has established a monetary claim for \$5,000.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord may retain



the \$975.00 security deposit currently held in partial satisfaction of the claim and I grant the Landlord a monetary order for the balance due of \$4,075.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$4,075.00.  
The Landlord may retain the security deposit.

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: May 22, 2012.

---

K. LAM  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 788915**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

s.22

**Tenant(s),**

Applicant(s)

And

S22

**Landlord(s),**

Respondent(s)

Regarding a rental unit at: s.22 2189 Gassoff Rd., Quesnel, BC

Date of Hearing: May 23, 2012, by conference call.

Date of Decision: May 23, 2012

Attending:

For the Landlord:

S22

For the Tenant:

s.22

## **DECISION**

Dispute Codes      ERP, RP

This is an application filed by the Tenant for an order for the Landlord to make emergency repairs for health or safety reasons and to make repairs to the unit, site or property.

Both parties attended the hearing by conference call and gave testimony.

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agree that the Tenant shall vacate the rental unit on May 31, 2012 at or before 12 noon. The Landlord shall receive an order of possession to reflect this agreement. The Tenant also agrees to pay rent arrears of \$1,100.00 owed to the Landlord in monthly payments. The Tenant shall make payments of \$50.00 per month for the first 3 months and then thereafter \$100.00 monthly payments until the balance is paid. The Landlord shall receive a monetary order for \$1,100.00 for unpaid rent. If the Tenant fails to comply with this agreement, the order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court. If the Tenant fails to comply with the monetary order, it may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The above particulars comprise full and final settlement of all aspects of the dispute arising from this application for both parties.

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: May 23, 2012.

---

K. LAM  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 789439**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

**Advanced Property Management Inc., Landlord(s),**

Applicant(s)

And

s.22

**Tenant(s),**

Respondent(s)

Regarding a rental unit at: s.22 2697 Kendal Avenue, Cumberland, BC

Date of Hearing: May 23, 2012, by conference call.

Date of Decision: May 23, 2012

Attending:

For the Landlord: Lori Fugle, Agent, Lee Anne Alberti, Agent

For the Tenant: s.22

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This is an application filed by the Landlord for the right to retain a portion of the security deposit to offset damage costs and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have acknowledged receiving the evidence submitted by the other party and have attended the hearing, I am satisfied that each has been properly served with the notice of hearing and evidence packages under the Act. No evidence was received from the Landlord by the Residential Tenancy Branch, but the Tenant has acknowledged the contents of the Landlord's evidence package and does not dispute its contents.

### Issue(s) to be Decided

Is the Landlord entitled to retain a portion of the security deposit?

### Background and Evidence

Both parties agree that there is damage to the garage door and that this occurred during the tenancy and that the Tenant never reported it to the Landlord. The Tenant states that this was an act of vandalism and that it occurred sometime in December of 2011. The Landlord seeks recovery of \$379.68 for the replacement for the damaged panel on the garage door as the contractor states that it cannot be repaired and has provided an invoice for the costs. Both parties have agreed that no damage was reported on the condition inspection report for the move-in.

The Landlord stated during the hearing that the remainder of the security deposit was returned to the Tenant. The Tenant has confirmed this in her direct testimony. The Landlord seeks only the right to retain the disputed amount of the \$379.68 claim and the recovery of the \$50.00 filing fee, totalling \$429.68 and does not require a monetary order.

Analysis

I accept the undisputed testimony of the Landlord and find that a claim has been established for the damaged garage door for \$379.68. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord has established a claim for the total amount of \$429.68.

As the Landlord currently holds this amount in trust for the dispute, I grant the Landlord the right to retain this amount in full satisfaction of the claim.

Conclusion

The Landlord's application is granted.

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: May 23, 2012.

---

K. LAM  
Residential Tenancy Branch





# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 789882**  
**Additional File(s):789448**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

S22

**Landlord(s),**

Applicant(s)

And

s.22

**Tenant(s),**

Respondent(s)

Regarding a rental unit at:

s.22

131A Street, Surrey, BC

Date of Hearing: May 25, 2012, Burnaby.

Date of Decision: May 25, 2012

Attending:

For the Landlord:

S22

Shelly Allison, Agent(Vancouver Eviction  
Services)

For the Tenant:

s.22

## **DECISION**

**Dispute Codes**      MND, MNR, MNDC, MNSD, FF

### **Introduction**

There are applications filed by both parties. The Tenant is seeking a monetary order for the return of double the security deposit and recovery of the filing fee. The Landlord is seeking a monetary order for damage to the unit, site or property, for unpaid rent, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing in person and gave testimony. The Tenant states that he did not receive any of the Landlord's documentary evidence. The Landlord is unable to give any details of how or if the evidence was submitted to the Landlord. The Tenant has submitted no documentary evidence. Based upon the direct testimony of both parties, I am satisfied that each has been properly served with the notice of hearing package on the other as deemed under the Act. As the Tenant has not received any of the Landlord's evidence he was given time to review the documentary evidence of photographs depicting the condition of the end of tenancy and the receipts submitted in support of costs incurred. I find that the Tenant was not served with the Landlord's documentary evidence and has not requested an adjournment nor is he disputing the contents of the documentary evidence. As such, I find that the documentary evidence is relevant and accept it for the hearing.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Tenant's claim for recovery of litigation costs are dismissed.

### **Issue(s) to be Decided**

Is the Tenant entitled to a monetary order?  
Is the Landlord entitled to a monetary order?  
Is the Landlord entitled to retain the security deposit?

## Background, Evidence and Analysis

Both parties agree that this Tenancy began in January of 2007 as shown in the submitted copy of the signed tenancy agreement by the Landlord. The monthly rent is \$700.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$350.00 was paid. Both parties agree that no condition inspection report was completed by either party. Both parties also agree that the Tenancy ended on February 28, 2012. The Tenant states that s.22 provided his forwarding address in writing to the Landlord sometime in mid-February of 2012, but is unsure of the exact date. The Landlord disputes this stating that s.22 never received the Tenant's forwarding address in writing.

Section 38 of the Residential Tenancy Act states,

### **Return of security deposit and pet damage deposit**

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

(2) Subsection (1) does not apply if the tenant's right to the return of a security deposit or a pet damage deposit has been extinguished under section 24 (1) *[tenant fails to participate in start of tenancy inspection]* or 36 (1) *[tenant fails to participate in end of tenancy inspection]*.

(3) A landlord may retain from a security deposit or a pet damage deposit an amount that

(a) the director has previously ordered the tenant to pay to the landlord, and

(b) at the end of the tenancy remains unpaid.

(4) A landlord may retain an amount from a security deposit or a pet damage deposit if,

(a) at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant, or

(b) after the end of the tenancy, the director orders that the landlord may retain the amount.

(5) The right of a landlord to retain all or part of a security deposit or pet damage deposit under subsection (4) (a) does not apply if the liability of the tenant is in relation to damage and the landlord's right to claim for damage against a security deposit or a pet damage deposit has been extinguished under section 24 (2) [*landlord failure to meet start of tenancy condition report requirements*] or 36 (2) [*landlord failure to meet end of tenancy condition report requirements*].

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

(7) If a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may be used only for damage caused by a pet to the residential property, unless the tenant agrees otherwise.

(8) For the purposes of subsection (1) (c), the landlord must use a service method described in section 88 (c), (d) or (f) [*service of documents*] or give the deposit personally to the tenant.

As explained to the parties during the hearing the onus or burden of proof is on the party making the claim, in this case both parties are responsible as they have each made an application. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. The Tenant claims that the forwarding address in writing was given in mid-February, but the Landlord disputes this stating that none was given. The Landlord claims that she spoke with S22 after the end of tenancy who verbally told her that as the unit was unclean that the Landlord's could keep the security deposit in lieu of cleaning. The Tenant disputes this. I find in this aspect of the claim that the Tenant has failed to provide sufficient evidence to satisfy me that the forwarding address in writing was provided. On this portion of the claim I find that the Tenant is not entitled to compensation under section 38 (6) (b) of

the Act. I find that the Landlord was deemed served with the Tenant's address when the Tenant's application was filed on March 28, 2012 and served upon the Landlord. The Landlord filed for dispute resolution on April 3, 2012. However, I find that the Tenant is entitled to the return of the \$350.00 security deposit.

The Landlord seeks recovery of \$700.00 for unpaid rent for the month of February 2012. The Tenant disputes this stating that rent was paid and states that he has proof of such. The Landlord argues that no rent was paid. I find that the Tenant has not provided me with sufficient evidence that rent was paid to the Landlord and find on a balance of probabilities that the Landlord has established a claim for \$700.00 in unpaid rent for February of 2012. The Landlord is successful in this portion of her claim.

The Landlord also seeks recovery of \$200.00 for 10 hours of general cleaning and has submitted a receipt for the cost incurred and relies on photographs taken of the refrigerator and stove. The Tenant disputes this claim and states that the unit was clean when s.22 left it. I find based upon a balance of probabilities that the Landlord has established a claim for the \$200.00 in general cleaning based upon the receipt and photographs submitted.

The Landlord seeks recovery of \$112.00 for carpet cleaning and has submitted a receipt from a contractor for work done and a photograph of the carpet. The Tenant disputes that there were any stains on the floor, but that the carpet probably needed vacuuming. I find that the Tenant has failed to provide sufficient evidence to satisfy me and that on a balance of probabilities based upon the receipt and photographs submitted by the Landlord that a claim has been established for the \$112.00.

I decline to make an order for either party in the recovery of the filing fees. The Landlord has established a total monetary claim of \$1,012.00. The Tenant has established a total monetary claim of \$360.58 (\$350.00 security deposit and \$10.58 accrued interest). In offsetting these amounts, I find that the Landlord is granted a

monetary order for \$651.42 under section 67 of the Act. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$651.42.

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: May 25, 2012.

---

K. LAM  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)





# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 790007**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

S22

**Landlord(s),**

Applicant(s)

And

s.22

**Tenant(s),**

Respondent(s)

Regarding a rental unit at: s.22 East 13th Ave., Vancouver, BC

Date of Hearing: May 22, 2012, by conference call.

Date of Decision: May 22, 2012

Attending:

For the Landlord: No One

For the Tenant: No One

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

This matter was set for a conference call hearing at 2:30 p.m. on this date. As neither party called into the conference call, this application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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: May 22, 2012.

---

K. LAM  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 790782**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

**Landlord(s),**

Applicant(s)

And

<sup>s.22</sup>  
**Tenant(s),**

Respondent(s)

Regarding a rental unit at: <sup>s.22</sup> 2515 Park Drive, Abbotsford, BC

Date of Hearing: May 25, 2012, by conference call.

Date of Decision: May 25, 2012

Attending:

For the Landlord: Clinton James Tod, Agent

For the Tenant: <sup>s.22</sup>

## **DECISION**

Dispute Codes      OPR, OPC, MNR, MND, MNDC, MNSD, FF

### Introduction

This is an application filed by the Landlord for an order of possession, a monetary order for unpaid rent, for damage to the unit, site or property, for money owed or compensation for damage or loss under the Act, to keep all or part of the pet damage or security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Landlord has submitted 1 documentary evidence package, which the Tenant has acknowledged receiving. The Tenant has submitted no documentary evidence. As both parties have attended the hearing and both have acknowledged receiving any documentary evidence submitted for the hearing, I am satisfied that both have been properly served with the notice of hearing and evidence submitted as deemed under the Act.

It was clarified at the beginning of the hearing by the Landlord's agent that an order of possession is no longer required. As such, those portions of the Landlord's claim for an order of possession is considered withdrawn by the Landlord. It was further clarified that the Landlord's monetary claim is amended to reflect the increased amount to \$1,494.53 as shown in the submitted monetary worksheet and that the Tenant was provided prior notice of the amendment in the evidence submitted prior to the hearing.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs is dismissed.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the pet damage and/or the security deposit?

### Background, Evidence and Analysis

This Tenancy began on July 30, 2011 on a fixed term tenancy until January 31, 2012 then thereafter on a month to month basis as shown by the Landlord's submitted copy of the signed tenancy agreement. The monthly rent was \$850.00 payable on the 1st of each month and a pet damage deposit of \$250.00 and a security deposit of \$425.00 were paid to the Landlord.

The Landlord states that police kicked down the front door in of the rental unit searching for the Tenant. The Landlord states that the Tenant fled the premises without any notice to end the tenancy and is seeking compensation for the loss of rental income of the monthly rent equal to \$850.00 for February of 2012. The Tenant states that January rent was paid and that s.22 did not have access to any information to contact the Landlord in ending the tenancy. The Tenant stated that s.22 left the rental unit in the last week of January 2012. The Landlord seeks loss of rental income because of the un-rentable state of the rental unit from damage and cleaning that was required and for the lack of notice. I find based upon the direct testimony of both parties that the Landlord has established a claim for loss of rental income of \$850.00. The Tenant failed to provide any notice to the Landlord and because of damage incurred from the police caused the unit to be un-rentable until repairs and cleaning could be completed.

The Landlord has submitted an incomplete condition inspection report dated February 3, 2012 and has also submitted photographs in support of the claim for damages. The Landlord has submitted receipts for costs incurred from the repairs and cleaning. The Tenant has not disputed the Landlord's monetary claims for damages and cleaning as well as the replacement costs of a parking pass. The Tenant stated that the front door keys and FOB replacements were placed in the rental unit mail box, but did not notify the Landlord. The Landlord states that only 1 set of each was returned and that there were two sets of each as indicated on the condition inspection report that were issued to the Tenant.

I find on a balance of probabilities that the Landlord has also established a claim for the following costs incurred as listed on the monetary worksheet and the receipts submitted as evidence.

\$20.00 Strata Fee for the replacement of a parking pass.

\$75.00 Strata Fee for the replacement of 1 front door key.

\$100.00 Strata Fee for the replacement of 1 FOB.

\$14.49 cleaning supplies from Save On Foods.

\$17.53 replacement cost of bulbs and a bathroom door stop from HomeDepot.

\$75.60 replacement cost of a bathroom door kicked down by police from Crown Door Corp.

\$45.04 for paint for the replaced bathroom door from Dulux Paints.

\$18.31 for painting supplies and wall repair supplies from Canadian Tire.

\$200.00 for general labour for 20 hours at \$10.00 per hour for painting, repairs and general cleaning of the rental unit.

The Landlord has established a claim of \$565.97 for costs incurred to bring the unit back to a rentable state and the loss of rental income of \$850.00 for February 2012. The Landlord has established a total monetary claim for \$1,415.97. The Landlord is also entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$250.00 pet damage deposit and \$450.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$790.97. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$790.97.

The Landlord may retain the pet damage deposit and the security deposit.

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: May 25, 2012.

---

K. LAM  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)





# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 790864**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

**Fantastone Holdings Inc., Landlord(s),**

Applicant(s)

And

<sup>s.22</sup>  
**Tenant(s),**

Respondent(s)

Regarding a rental unit at: <sup>s.22</sup> 5557 14B Ave., Delta, BC

Date of Hearing: May 22, 2012, by conference call.

Date of Decision: May 22, 2012

Attending:

For the Landlord: Laura Nowak, Agent, Mark Nowak, Agent

For the Tenant: No One

## **DECISION**

Dispute Codes      OPR, MNR

### **Introduction**

This is an application filed by the Landlord for an order of possession and a monetary order request for unpaid rent.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord served the Tenants with the notice of hearing and evidence by Canada Post Registered Mail on May 1 and 4, 2012. The Landlord has submitted the Canada Post Registered Mail Customer Receipts and on-line tracking information as evidence that the notice of hearing and evidence packages were sent to the Tenants mailing address and were unclaimed by them. As such, I find that the Tenants were properly served with the notice of hearing and evidence packages by registered mail and are deemed to have been served under the Act.

### **Issue(s) to be Decided**

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

### **Background and Evidence**

This Tenancy began on July 1, 2011 on a fixed term tenancy until July 1, 2012 as shown in the submitted copy of the signed tenancy agreement. The monthly rent is \$900.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$450.00 was paid on June 25, 2011.

The Landlord states that the Tenants were served with a 10 day notice to end tenancy for unpaid rent dated April 18, 2012 by posting it on the rental unit door on the same date. The Landlord has submitted a copy of a proof of service document which states that the Landlord posted the notice on the rental unit door with a witness on April 18, 2012. The notice indicates a move-out date of May 1, 2012 and that rent of \$900.00 was due on April 1, 2012 and remains unpaid. The Landlord states that the Tenants still occupy the unit and have paid no rent after the issuance of this notice.

### Analysis

I accept the undisputed testimony of the Landlords and find that the Tenants were served with a notice to end tenancy for unpaid rent. The Tenants did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based upon the above facts, I find that the Landlord is entitled to an order of possession. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I find that the Landlord has established a claim for \$900.00 in unpaid rent for April of 2012. The Landlord is granted a monetary order under section 67 for unpaid rent of \$900.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted an order of possession and a monetary order for \$900.00.

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: May 22, 2012.

---

K. LAM  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 790882**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

**0808679 BC Ltd. and Rulynn Narayan, Landlord(s),**

Applicant(s)

And

s.22

**Tenant(s),**

Respondent(s)

Regarding a rental unit at: s.22 33412 Tessaro Cres., Abbotsford, BC

Date of Hearing: May 22, 2012, by conference call.

Date of Decision: May 22, 2012

Attending:

For the Landlord: Rulynn Narayan

For the Tenant: No One

## **DECISION**

Dispute Codes      OPR, MNR, FF

### **Introduction**

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent and the recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was personally served with the notice of hearing and evidence package on May 2, 2012 at the rental unit. The Landlord has submitted a letter dated May 2, 2012 which states that the Tenants were personally served with the notice of hearing and evidence with the witness, s.22 in attendance. As such, I am satisfied based upon the undisputed testimony and documentary evidence of the Landlord that the Tenant was properly served with the notice of hearing and evidence.

### **Issue(s) to be Decided**

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

### **Background and Evidence**

The Landlord states that the Tenant was served with a 10 day notice to end tenancy for unpaid rent dated April 5, 2012 in person at the rental unit on the same day. The notice shows an effective move-out date of April 16, 2012 and that rent of \$1,875.00 was due on April 1, 2012 was not paid.

During the hearing the Landlord clarified that she recently became the Landlord/Owner for this rental unit. The Landlord states that the monthly rent is \$750.00 and that the two Tenants each pay \$375.00 per month. The Landlord clarified that when the notice was served that \$750.00 (\$375.00 per month) was outstanding for February and March. The Landlord also states that no rent (\$750.00) was paid for April. The Landlord stated that the remaining \$375.00 was for a security deposit that she did not receive from the previous owners (the bank). The Landlord is seeking an order of possession for unpaid rent and a monetary order for unpaid rent of \$1,500.00.

### Analysis

I accept the undisputed testimony of the Landlord and I find that the Tenants were served with a notice to end tenancy for non-payment of rent. The Tenants did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based upon the above facts, I find that the Landlord is entitled to an order of possession. The Tenants must be served with the order of possession. Should the Tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find based upon the evidence submitted that the Landlord has established a claim for unpaid rent of \$1,500.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I grant the Landlord a monetary order under section 67 for the balance due of \$1,550.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted an order of possession and a monetary order for \$1,550.00.

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: May 22, 2012.

---

K. LAM  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)





# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 792410**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

**East Kootenay Realty and Chris Nault, Landlord(s),**

Applicant(s)

And

s.22

**Tenant(s),**

Respondent(s)

Regarding a rental unit at: s.22 3A St. S., Cranbrook, BC

Date of Hearing: May 23, 2012, by conference call.

Date of Decision: May 23, 2012

Attending:

For the Landlord: No One

For the Tenant: No One

## **DECISION**

Dispute Codes      O

This matter was set for a conference call hearing at 1:00 p.m. on this date. As neither party called into the conference call, this application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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: May 23, 2012.

---

K. LAM  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 792669**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

s.22

**Tenant(s),**

Applicant(s)

And

**Weidner Investment Services Inc. and Andrea Loeppky,  
Landlord(s),**

Respondent(s)

Regarding a rental unit at: s.22 8503 85 Avenue, Fort St. John, BC

Date of Hearing: May 25, 2012, by conference call.

Date of Decision: May 25, 2012

Attending:

For the Landlord: Brittany Freeborn, Agent

For the Tenant: s.22

## **DECISION**

Dispute Codes      CNC, OLC, O

### Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy issued for cause, an order for the Landlord to comply with the Act, regulation or tenancy agreement.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing I am satisfied that each has been properly served with the notice of hearing under the Act. The Tenant has submitted as documentary evidence a copy of an addendum to lease agreement. The Landlord confirms that she has a copy of the addendum. The Landlord has submitted no documentary evidence. As such, I am satisfied that both have been properly served with any physical evidence as deemed under the Act.

At the beginning of the hearing, the Tenant clarified that the only issue that s.22 wishes to dispute is the 1 month notice to end tenancy issued for cause from the Landlord. The Landlord seeks an order of possession to end the tenancy.

### Issue(s) to be Decided

Is the Tenant entitled to an order to cancel the notice to end tenancy issued for cause?  
Is the Landlord entitled to an order of possession?

### Background and Evidence

Neither party has submitted a copy of the 1 month notice to end tenancy and neither party can provide any details of the dates and/or reasons given on the notice. Both parties have agreed that the Tenant received a verbal warning of excessive noise levels for music on April 23, 2012. The Tenant states that after receiving the verbal warning that a 1 month notice to end tenancy for cause was received on the same date. The Landlord is unsure of when the notice was dated or served, but states that s.22 cannot dispute the Tenant's claim. The Landlord claims that there have been numerous written complaints from other Tenants about this Tenant. The Tenant states that s.22 is unaware of any complaints other than the verbal warning for excessive music noise levels.

Analysis

I find based upon the direct testimony of both parties that the Landlord has failed to provide sufficient evidence to satisfy me that a proper notice was issued under section 47 of the Residential Tenancy Act. As neither party have been able to provide sufficient details of the reasons for cause and/or the details of the notice itself I find that the Landlord has failed to provide sufficient evidence to support their claim and the Tenant's application to cancel the notice to end tenancy "received on April 23, 2012" is cancelled.

Conclusion

The Tenant's application to cancel a notice to end tenancy "received April 23, 2012" is granted. The Tenancy shall continue in full effect.

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: May 25, 2012.

---

K. LAM  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*  
**(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)