

# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** CNR MNR MNSD OPR RR FF

## **Introduction**

This hearing dealt with a cross-application by the landlord and the tenant.

The landlord filed an application for an order of possession due to unpaid rent, a monetary order to recover rental arrears and inclusive of recovery of the filing fee associated with this application, and an order to retain the security deposit in partial satisfaction of the monetary claim.

The tenant filed an application to cancel the landlord's notice for non payment of rent and allowing the tenant to reduce rent for repairs agreed upon but not provided.

The landlord and tenant were both represented in the hearing

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

Is the notice to end tenancy valid?

Is the landlord entitled to an order of possession?

Is the tenant permitted to reduce rent for repairs agreed upon but not provided?

Is the landlord entitled to the monetary amounts claimed?

## **Background and Evidence**

The tenancy began on November 29, 2005. Rent in the amount of \$950 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$475. The tenant failed to pay all the rent in the month of October, paying only \$230. The tenant further failed to pay any rent for November 2008 and on November 5, 2008 the landlord served the

tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the amount of \$950 for the month of December 2008 for a total of rental arrears in the amount of \$2650.

The tenant failed to prove or substantiate that the landlord did not provide repairs, or a reduction in rent is valid in exchange for repairs as stipulated in the tenant's application.

### **Analysis**

Based on the landlord's and tenant's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and remains in the rental unit.

Based on the above facts I find that the landlord is entitled to an order of possession. As for the monetary order, I find that the landlord has established a claim for \$2650 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee for a total claim of **\$2700**.

### **Conclusion**

I grant an order of possession to the landlord. The tenant must be served with this 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 order that the landlord retain the deposit and interest of \$491.23 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2208.77. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: December 2, 2008