

Dispute Resolution Services

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

DECISION

Dispute Codes:

OPR, OPC, OPB, MNSD, MND, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession due to unpaid rent, for cause, for breaching an agreement with the landlord, and 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. Both the landlord and tenant participated participate in the conference call hearing.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an order of possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The parties provided testimony under solemn affirmation and the undisputed facts are before me as follows. The tenancy began on October 22, 2008. Rent in the amount of \$500 is payable in advance on the 22nd. day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$250. The tenant failed to pay rent for the period of December 22, 2008 to January 22, 2009 and has not paid rent for January 22, 2009.

During the course of the hearing, the parties reached agreement on some matters of this dispute on the following conditions:

1. the parties both agree the tenant will vacate the rental unit on February 18, 2009 and that the landlord will receive an Order of Possession for the same date.
2. the tenant will pay the landlord the arrears in rent for the period December 22, 2008 to February 22, 2009. The landlord is to issue a receipt for any amounts paid. Both parties agree the landlord will receive a Monetary Order which can be enforced if the tenant does not pay these arrears to the landlord. The Monetary Order will be inclusive of (it will include) all the arrears in rent.
3. the landlord and tenant will meet at an agreed-upon time and date to conduct the move out condition inspection;
4. at the time of the condition inspection, the landlord and tenant will discuss any outstanding necessary repairs and make arrangements to have any necessary agreed-upon repairs completed or settled.
5. The tenant will allow the landlord, with proper notice, to replace the rental unit's lockset as soon as possible, to secure the mutual security of the tenant and landlord and the landlord will provide the tenant with a new key. The landlord provided an estimated cost for this work to be \$50.

Analysis

Based on the testimony of the tenant and the landlord I find that the tenant was served with a notice to end tenancy for cause and I find the notice to be valid. The tenant concurs with the landlord that she has not paid the outstanding rent, and plans to pay it.

Based on the above facts I find that the landlord is entitled to an order of possession.

I find it necessary for the landlord to replace the lock. I find the landlord's estimate for the cost of its replacement reasonable, and that the tenant is financially responsible for the cost.

As for the monetary order, I find that the landlord has established a claim for **\$1000** in unpaid rent, **\$50** for the replacement of the lock, and the landlord is also entitled to recovery of the **\$50** filing fee, for a total claim of **\$1100**.

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 \$250.73 in partial satisfaction of the overall claim and I grant the landlord an order under section 67 for the balance due of **\$849.27**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated January 29, 2009