



# **Dispute Resolution Services**

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **Decision**

### **Dispute Codes:**

MNR

OPR

MNSD

FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on a Notice to End Tenancy for Unpaid Rent dated November 9, 2009, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared and gave evidence.

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

The landlord is seeking an Order of Possession. The landlord is also seeking a monetary order claiming unpaid rent of \$3,000.00 for the months of December, 2009 January and February 2010 and the \$50.00 cost of filing the application.

The issues to be determined based on the testimony and the evidence are:

Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent

Whether or not the landlord is entitled to monetary compensation for rental arrears owed and loss of rent

## **Background and Evidence**

The tenancy began on January 1, 2009 with rent set at \$900.00, no utilities included. The tenant testified that a security deposit of \$500.00 was paid. The landlord did not recall any deposit being paid. No written tenancy agreement was signed.

The landlord had not submitted a copy of the 10-Day Notice to End Tenancy into evidence but testified that it was dated November 9, 2009 and was posted on the tenant's door. The tenant acknowledged receipt of the notice and acknowledged that she did not file to dispute the notice.

The landlord testified that the tenant had previously received a rent reduction of \$500.00 in November 2009 for some problems with the water, but then failed to pay \$900.00 rent owed for December 2009. The landlord testified that at the time the notice was issued, the tenant was in arrears for \$900.00 rent and \$400.00 utilities. The landlord testified that no written tenancy agreement exists, but that the utilities were in the tenant's name and because the tenant failed to pay the utilities, the landlord had incurred the debt. The landlord testified that the tenant was consistently tardy with rent and that the tenant had been disposing of garbage by stacking it in the landlord's truck instead of having it properly disposed of.

The tenant testified that there were ongoing deficiencies in the services and facilities provided during the tenancy. The tenant stated that the tenant had moved into the unit after assisting with the eviction of a squatter on the premises and had to complete a significant amount of cleaning and repairs on the unit. The parties both testified that during the tenancy there was a leaking roof and serious water problems with the pump and replacement of a water heater. The tenant testified that this and other condition issues had inconvenienced the tenant and cost her some money as well. The tenant also took issue with the landlord being on the premises without proper written notice. The tenant testified

that she was willing to vacate the unit, but did not feel any compensation was owed to the landlord.

### **Analysis**

A mediated discussion ensued and the parties agreed that the tenancy should end with neither party owing any monetary compensation to the other. Based on the above facts I find that the landlord is entitled to an Order of Possession effective February 14, 2010 at 1:00 p.m.

The tenant has committed to removing garbage that has been placed in the landlord's pick-up truck prior to vacating.

I find that the landlord may retain the security deposit as part of this settlement, but will not be reimbursed the cost of filing the application.

### **Conclusion**

I hereby issue an Order of Possession in favour of the landlord effective Sunday, February 14, 2010. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

February 2010

Date of Decision

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Dispute Resolution Officer