

DECISION

Dispute Codes OPR, MNR, CNR, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution.

The Landlord requested an order of possession, a monetary order for unpaid rent and to recover the filing fee for the Application.

The Tenant requested an order cancelling a Notice to End Tenancy for unpaid rent.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Is the Notice to End Tenancy valid or should it be cancelled?

Background and Evidence

Based on the testimony of both parties, I find that the Tenant has been served with three 10 day Notices to End Tenancy for non-payment of rent. The Notices informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The last Notice was served on the Tenant on April 10, 2010, in person, and informs the Tenant she owed \$3,050.00 in unpaid rent as of April 1, 2010. The Landlord testified that the Tenant has also not paid rent for May of 2010.

The Notice also explains the Tenant had five days to dispute the Notice. The Tenant filed to dispute the Notice and appeared at the hearing. The Tenant testified that she agreed the past rent was owed and she had not paid May 2010 rent. She testified she is waiting for insurance money from a car accident she was injured in and it was not her fault rent had not been paid.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find the Notice to end tenancy is valid and should be enforced. Therefore, **I dismiss the Tenant's Application.**

The Tenant has not paid the Landlord outstanding rent that is due. Therefore, **I find the Tenant is in breach of the Act and tenancy agreement**, and the Landlord is entitled to an order of possession.

The Landlord requested the order be effective for the end of May 2010, and **I grant an order of possession for the rental unit effective at 1:00 p.m. May 31, 2010.** This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of comprised of **\$4,450.00**, comprised of \$350.00 rent for February 2010, \$1,350.00 for each of March, April and May of 2010, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposit of **\$600.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$3,850.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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 04, 2010.

Dispute Resolution Officer