

## **Decision**

**Dispute Codes:** OPR, CNR, OLC, LRE, MNR, MNDC, MNSD, FF

### **Introduction**

This hearing dealt with two applications: i) by the landlord for an order of possession; a monetary order as compensation for unpaid rent; compensation for damage or loss under the Act, regulation or tenancy agreement; retention of the security deposit; and recovery of the filing fee; ii) by the tenant for cancellation of a notice to end tenancy; an order instructing the landlord to comply with the Act, regulation or tenancy agreement; and an order suspending or setting conditions on the landlord's right to enter the rental unit.

Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether either party is entitled to any of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written tenancy agreement, the 5 month fixed term of tenancy is from April 1 to August 31, 2010. Rent in the amount of \$975.00 is payable in advance on the first day of each month; \$150.00 of this is paid by way of a subsidy, and the balance of \$825.00 is paid directly by the tenant. A security deposit of \$487.50 was collected on March 19, 2010.

Arising from rent which was unpaid when due on June 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated June 2, 2010. The notice was served in person on the tenant on June 3, 2010. A copy of the notice was submitted into evidence. Thereafter, the tenant disputed the notice by filing an application for dispute

resolution on June 8, 2010. Subsequently, however, the tenant has made no further payment toward rent and she continues to reside in the unit.

### **Analysis**

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated June 2 and served on June 3, 2010. While the tenant filed an application to dispute the notice, she did not pay the outstanding rent within 5 days of receiving the notice. The tenant does not dispute that rent remains outstanding. Accordingly, I find that the landlord is entitled to an order of possession.

During the hearing the landlord testified that his intention is to cash the subsidy cheque in the amount of \$150.00 for July's rent. As for the monetary order, therefore, I find that the landlord has established a claim of \$1,700.00, which is comprised as follows:

\$825.00: *rent for June*

\$825.00: *rent for July*

\$50.00: *filing fee*

Sub-total: \$1,700.00

I order that the landlord retain the security deposit of \$487.50 and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,212.50 (\$1,700.00 - \$487.50).

### **Conclusion**

I hereby issue an order of possession in favour of the landlord effective not later than **two (2) days** after service. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,212.50**. This order may be served on the tenant and, should it be necessary, filed in the Small Claims Court and enforced as an order of that Court.

The tenant's application is hereby dismissed.

DATE: July 23, 2010

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Dispute Resolution Officer