



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *OPR, CNC, MNR, FF*

Introduction,

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord served the tenant with two notices to end tenancy – one for cause and one for unpaid rent. The landlord applied for an order of possession and for a monetary order for unpaid rent, utilities and the filing fee. The tenant applied for an order to cancel the notice to end tenancy for cause.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order for unpaid rent?

Background and Evidence

This tenancy started on April 01, 2010, for a fixed term of one year. Rent is \$950.00 due on the first day of each month. Rent does not include utilities.

The landlord stated that the tenant failed to pay the balance of the pet damage deposit and on June 30, 2010, the landlord served the tenant with a 30 day notice to end tenancy. The landlord stated that the tenant has not paid utilities since the start of the tenancy and also failed to pay rent for the month of July. On July 02, 2010, the landlord served the tenant with a second notice to end tenancy with an effective date of July 13, 2010. The tenant did not pay rent and continues to occupy the rental unit. As of the date of the hearing, the tenant owed the landlord rent for July and August.

The tenant also owes utilities. At the landlord's request, the portion of the landlord's application regarding utilities is dismissed with leave to reapply.

The tenant stated that she had paid \$50 as a pet deposit because her pet was tiny. Therefore, she stated that the landlord was not justified in serving her with a 30 day notice to end tenancy for failing to pay the pet damage deposit. However, the tenant also agreed that she had not paid utilities and rent. The tenant stated that she had offered the landlord the rent but he refused to take it. The landlord denied this.

The landlord has applied for an order of possession effective two days after service on the tenant and for a monetary order for unpaid rent for July - \$950.00, for August - \$950.00 and the filing fee of \$50.00 for a total of \$1,950.00.

The tenant has applied for the cancellation of the notice to end tenancy and for the recovery of her filing fee.

Analysis

Based on the sworn testimony of the both parties, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on July 02, 2010 and did not pay rent within five days of receiving the notice to end tenancy and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2), I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord has established a claim of \$1,900.00 for unpaid rent and \$50.00 for the filing fee. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$1,950.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant. I also grant the landlord a monetary order in the amount of **\$1,950.00**.

The tenant's application is dismissed in its entirety.

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: August 09, 2010.

Dispute Resolution Officer