



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, FF, MT, CNR

Introduction

This hearing dealt with an application by the tenant disputing the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, as well as an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The hearing was conducted by conference call. The landlord was represented by its property manager. The tenant did not attend. She was represented by her brother who acted as her agent. The tenant E.N. was not served with the application for dispute resolution and Notice of Hearing. He did not attend the hearing. The parties advised that E. N. has moved out of the rental unit.

Issue(s) to be Decided

Is the tenant entitled to a cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities?

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order to retain the security deposit?

Background and Evidence

The tenancy began on July 23rd, 2009. The current rent is \$1,238.00 per month. A security deposit of \$600.00 was paid by the tenants on July 9th, 2009. The landlord's evidence is that there is a signed tenancy agreement; however, the landlord did not provide a copy.

The landlord's representative testified that the tenants owe the following amounts for rent:

December:	\$1200 paid of the \$1238 owing	balance owing \$ 38.00
January:	\$200 paid of the \$1238 owing	balance owing \$1038.00

February: No rent paid
TOTAL AMOUNT OUTSTANDING

balance owing \$1238.00
\$2314.00

The a tenant's agent did not dispute that the above-noted rental amounts have not been paid and that the said amount is due and owing. The agent for the tenant submitted the Tenant's Application for Dispute Resolution was a plea for more time before an order of possession was granted.

Analysis and Conclusion

The tenant has made application pursuant to Section 46 to set aside the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities; however, the application was merely a plea for more time before an order of possession was granted. There are no grounds to cancel the Notice to End Tenancy and I dismiss the tenant's application.

I find the landlord is entitled to an order of possession effective February 22nd, 2011 after service on the tenants. The landlord is provided with a formal copy of this order. 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 \$2,314.00 plus 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 for the balance due of \$1,764.00. The landlord is provided with a formal copy of an order for the total monetary award as set out above. This order may be registered in the Small Claims Court and enforced as an order of that court.

The landlord claimed late fees of \$25.00 for January and February; however, in the absence of proof of a contractual provision entitling the landlord to late fees, I dismiss the claim for late fees.

Dated: February 15, 2011.
