

DECISION

Dispute Codes: OPR, OPC, MNSD, MNR, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, and the filing fee. The landlord also applied to retain the security deposit. 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? Is the landlord entitled to a monetary order to recover unpaid rent, the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started on February 01, 2010. The monthly rent is \$950.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$475.00 plus a pet deposit of \$250.00.

The tenant failed to pay full rent for December 2010 and owed the landlord \$250.00. The tenant also failed to pay rent for January 2011 and on January 09, 2011; the landlord served the tenant with a thirty day notice to end tenancy for cause. The reason for the notice is that the tenant was repeatedly late paying rent.

The tenant did not pay the outstanding rent and did not dispute the notice to end tenancy. In addition, the tenant failed to pay rent for February and March 2011. At the time of the hearing, the tenant was still in occupation of the rental unit and agreed that she owed the landlord a total of \$3,150.00 which included \$250 in outstanding rent for December 2010 and full rent for January, February and March 2011.

The landlord has applied for an order of possession effective two days after service on the tenant and for a monetary order in the amount of \$3,100.00.00 for unpaid rent plus \$50.00 for the filing fee. The landlord has also applied to retain the security deposit in partial satisfaction of his monetary claim.

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 repeatedly paying rent late. Pursuant to section 38 of the *Residential Tenancy Policy Guideline*, three late payments are the minimum number sufficient to justify a notice under these provisions. Since December 2010 to March 2011, the tenant has not paid rent when it is due. Therefore, I find that the landlord has proven the reason for the notice to end the tenancy for cause and accordingly, I uphold the notice to end tenancy.

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.

The tenant agreed that she owed the landlord outstanding rent in the amount of \$3,100.00. Therefore, I find that the landlord is entitled to \$3,100.00 for unpaid rent plus \$50.00 for the filing fee. I order that the landlord retain the security deposit and pet deposits of \$725.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,425.00. 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 and a monetary order for **\$2,425.00**.

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: March 15, 2011.

Residential Tenancy Branch