



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, OPR

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for an Order of Possession based on a Notice to End Tenancy for non-payment of rent, and a request for a monetary order for \$925.00.

Background and Evidence

The applicant testified that:

- The tenant moved into the rental unit on April 1, 2011 and signed a tenancy agreement with an agreed-upon rent of \$750.00 per month.
- In April the tenant only paid \$625.00, leaving \$125.00 still outstanding.
- The tenant failed to pay any rent in the month of May 2011, and therefore a 10 day Notice to End Tenancy was served on May 2, 2011.
- To date the tenant has failed to pay any of the outstanding rent and has failed to comply with the Notice to End Tenancy.

The applicant is therefore requesting an Order of Possession for as soon as possible, and an order for the outstanding rent, and recovery of the filing fee.

The respondent testified that:

- She did sign a tenancy agreement with an agreed-upon rent of \$750.00 per month; however the landlord/property manager also signed a shelter information form for the Ministry of Social Development that stated rent was \$625.00 per month.
- Therefore she has only paid the lower amount of \$625.00 per month.
- She has not paid any money for the month of May 2011, because the landlord keeps insisting that she pay \$750.00 per month and therefore she has withheld the rent pending a decision from this dispute resolution hearing.
- She has not paid any rent for the month of June 2011 either.

Analysis

Is my decision that the tenant is bound by the tenancy agreement she signed which states that rent is \$750.00 per month.

The shelter information form for the Ministry of Social Development is not a tenancy agreement, and therefore the landlord is not bound by the amount of rent listed on that shelter information form.

Further, the tenant has filed no dispute of the Notice to End Tenancy and therefore is conclusively deemed to have accepted the end of the tenancy.

I therefore will be allowing the landlord's request for an Order of Possession and will order the tenant to pay the outstanding rent totalling \$875.00, and to also pay the \$50.00 filing fee.

Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenant.

I have issued a monetary order in the amount of \$925.00.

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: June 22, 2011.

Residential Tenancy Branch