



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: OPR, MNR, MNSD, MNDC, FF

Tenant: MT, CNR, MNSD, RP, LRE, RR, FF, SS

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenant sought more time to cancel a notice to end tenancy; to cancel a notice to end tenancy; an order to have the landlord make repairs and restrict the landlord's right to enter the rental unit; to reduce rent for repairs; and to serve documents in a way different than that required.

The hearing was conducted via teleconference and was attended by the tenant; the landlord and his agent.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenant is entitled to more time to apply to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; to an order to have the landlord complete repairs; to an order restricting the landlord's right to access the rental unit; to reduce rent for repairs; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 29, 32, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on February 4, 2011 for a month to month tenancy beginning on February 4, 2011 for the monthly rent of \$800.00 due on the 1st of each month and a security deposit of \$400.00 was paid; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 12, 2011 with an effective vacancy date of July 22, 2011 due to \$1,600 in unpaid rent.

Testimony provided by the landlord's agent indicates the tenant failed to pay the full rent owed for the months of June, July, and August 2011 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by serving it to an adult roommate on June 12, 2011 at 1:01 p.m.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The tenant filed an Application to Dispute the Notice within this timeframe.

The tenant testified that she has not paid rent for June, July and August because her daughter has had a serious accident and she has had to return to eastern Canada several times and has not been able to pay the rent.

The tenant testified she an agreement with the landlord's agent to pay \$1,600.00 within the next couple of weeks and the tenancy would continue. The landlord's agent agreed the tenant made the suggestion but no such agreement was reached.

Analysis

I have reviewed all documentary evidence and testimony and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on July 12, 2011 and the effective date of the notice was July 22, 2011.

I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*. Based on the foregoing, I find the tenant has failed to pay rent when it was required under the tenancy agreement and despite her Application to dispute the notice the tenant has provided no valid reason in accordance with the *Act* to withhold any payment of rent.

As such, I find the tenancy has ended in accordance with the 10 Day Notice to End Tenancy for Unpaid Rent issued on July 12, 2011. Further, as I have found the tenancy has ended, I find the other items are now moot and dismiss the tenant's Application in its entirety.

Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply

with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,450.00** comprised of \$2,400.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$400.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,050.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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 08, 2011.

Residential Tenancy Branch