



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, OPC, MNR

Introduction

This hearing dealt with cross applications. The tenant applied to cancel a Notice to End Tenancy for Unpaid Rent. The landlord applied for an Order of Possession for unpaid rent, for cause, and for a Monetary Order for unpaid rent. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

Issue(s) to be Decided

1. Should the Notice to End Tenancy for Unpaid Rent be upheld or cancelled?
2. Is the landlord entitled to an Order of Possession for unpaid rent?
3. Is the landlord entitled to a Monetary Order for unpaid rent?

Background and Evidence

The parties agreed upon the following background information. The tenancy commenced June 1, 2011 and the tenant paid a \$475.00 security deposit and a \$300.00 pet deposit. The tenant is required to pay rent of \$950.00 on the 1st day of every month. The tenant did not pay rent for July 2011 and on July 19, 2011 the tenant was personally served with a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice). The Notice indicates \$950.00 was outstanding as of July 1, 2011. The tenant did not pay the outstanding rent and continues to occupy the rental unit.

In making his application, the tenant submitted he needed more time to obtain rent money from income assistance. During the hearing, the tenant explained that his status with income assistance had changed and his benefits decreased.

The landlord requested recovery of unpaid rent and loss of rent for the months of July and August 2011 in the amount of \$1,900.00. The landlord requested an Order of Possession effective as soon as possible.

A copy of the Notice to End Tenancy was provided as evidence by the tenant.

Analysis

I am satisfied the tenant filed to dispute the Notice within the time limit required by the Act. However, the tenant did not provide a basis under the Act to have the Notice cancelled. Upon review of the Notice I am satisfied it is a Notice in the approved form and that it is otherwise valid. Therefore, I dismiss the tenant's request to cancel the Notice and I grant the landlord's request for an Order of Possession effective two (2) days after service upon the tenant. The Order of Possession may be enforced in The Supreme Court of British Columbia as an Order of that court.

As I heard undisputed testimony the rent is \$950.00 per month and the tenant has not paid any rent for the two months he has occupied the rental unit, I grant the landlord's request for compensation in the amount of \$1,900.00. I also award the filing fee to the landlord for Monetary Order in the total amount of \$1,950.00. The Monetary Order must be served upon the tenant and may be enforced in Provincial Court (Small Claims) as an Order of that court.

The security deposit and pet deposit remain in trust for the tenant, to be administered in accordance with the Act.

Conclusion

The tenant's application has been dismissed. The landlord has been provided an Order of Possession effective two (2) days after service. The landlord has been provided a Monetary Order in the amount of \$1,950.00 to serve upon the tenant.

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 25, 2011.

Residential Tenancy Branch