

DECISION

Dispute Codes: Landlord: OPR, MNR and FF
 Tenants: CNR

Introduction

These applications were brought by both the landlords and the tenant.

By application of July 8, 2011, the landlord sought an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served on July 2, 2011 and a Monetary Order for the unpaid rent.

By application also of July 8, 2011, the tenant sought to have the Notice to End Tenancy of July 2, 2011 set aside and raises one other matter.

Issues to be Decided

This dispute requires a decision only on whether the landlord is entitled to an Order of Possession and a Monetary Order for the unpaid rent.

Background and Evidence

This tenancy began on September 1, 2010. Rent is \$1,070 per month and the landlord holds a security deposit of \$535 paid on September 1, 2010.

During the hearing, the landlord gave evidence that the Notice to End Tenancy of July 2, 2011 had been served after the tenant had failed to pay the July rent which was due on June 30, 2011.

The landlord gave uncontested evidence that, at the time of the hearing, the July rent remained unpaid and in the interim, the rent for August 2011 had not been paid.

The tenant stated that she expected to have the funds to pay the rent shortly, but the landlord wished to proceed with in obtaining the orders.

Analysis

Section 26 of the *Act* provides that tenants must pay rent when it is due irrespective of any alleged non-compliance of the landlord with the legislation or rental agreement, for which other remedies are available.

Section 46 of the *Act* provides that a landlord may issue a Notice to End Tenancy for unpaid rent on a day after the rent is due. The tenant may cancel the notice by paying the overdue rent or make application to dispute the notice within five days of receiving it.

In this instance, I find that the tenant did make the application but the rent remains unpaid.

Therefore, I find that the landlord is entitled to an Order of Possession effective two days from service of it on the tenant.

I further find that the landlord is entitled to a Monetary Order for the unpaid rent of \$1,070 for each of July and August for a total of \$2,140.

As the Notice to End Tenancy has been upheld on the landlord's application, the tenant's application to have it set aside is dismissed by default.

As to the other matter sought in the tenant's application, while she has described an unpleasant confrontation with the landlords in her rental unit, she has requested no specific remedy.

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect two days from service of it on the tenant.

The landlord's copy of this decision is also accompanied by a Monetary Order for \$2,140.00, enforceable through the Provincial Court of British Columbia, for service on the tenant.

The landlord remains at liberty to make application for any damages as may be ascertained at the end of the tenancy and the security deposit remains to be disposed of in compliance with section 38 of the *Act*.

August 9, 2011