

DECISION

Dispute Codes MNR, OPR, CNT, MT

Introduction

This hearing dealt with an application by each party. The landlord is seeking an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant is seeking an order to have the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities set aside and an order to allow for more time to make an application to cancel a Notice to End Tenancy. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is either party entitled to any of the above under the Act, the regulations or tenancy agreement?

Background and Evidence

The tenancy began on or about December 1, 2007. Rent in the amount of \$1320.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$625.00. The tenant started falling behind in paying his rent in January 2011. The landlord was initially content in trying to assist the tenant so he could “catch up”, but the tenant kept “falling back on his word” and the landlord is not longer interested in trying to assist. Both parties agree that at the time of today’s hearing the tenant owed the landlord \$4742.94 for unpaid rent up to and including September 2011. The landlord served the tenant with a notice to end tenancy on August 18, 2011.

The tenant testified that he is unemployed and on Social Services and stated “I don’t dispute what I owe her, I don’t dispute any of it, I’ll pay it...I just need more time”

Analysis

The tenant has not provided any documentary evidence to support their position. In the tenant's own testimony he admitted that he was in arrears the amount sought by the landlord.

The tenant's application is dismissed in its entirety.

The landlord provided documentary evidence to support their claim. I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the landlord has established a claim for \$4742.94 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$625.00 deposit and the \$10.19 in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4157.75. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$4157.75. The landlord may retain the security deposit.

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: September 23, 2011.

Residential Tenancy Branch