



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and monetary order for rental arrears. A previous hearing was held on the tenant's application in which he had unsuccessfully sought to cancel the Ten Day Notice to End Tenancy for Unpaid Rent dated June 6, 2011. The tenant's application was dismissed in a decision dated July 11, 2011 and now the landlord has made this application to obtain an order of possession, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared and gave testimony.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence are:

Whether or not the landlord is entitled to an Order of Possession

Whether or not the landlord is entitled to monetary compensation for rental arrears owed

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated June 6, 2011 and a copy of the decision dismissing the tenant's application seeking to have the Ten-Day Notice cancelled.

The landlord testified that the tenancy began on May 1, 1997 and current rent is \$1,290.00. A security deposit of \$537.50 was paid.

The landlord testified that the tenant had accrued arrears in rent for \$4,736.10 and has not paid the arrears nor vacated the unit.

The tenant acknowledged that he did not pay rental arrears. The tenant testified that he is hospitalized and has not been able to pay nor move any of his possessions out to end the tenancy.

Analysis

Based on the testimony of the landlord, I find that the Ten Day Notice to End Tenancy for Unpaid Rent is in effect and enforceable.

Section 55 (1) of the Act provides that, if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, (a) the landlord makes an oral request for an order of possession, and; (b) the dispute resolution officer dismisses the tenant's application or upholds the landlord's notice.

Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim of \$4,786.10 comprised of \$4,736.10 accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$607.94 in partial satisfaction of the claim leaving a balance due of \$4,178.16.

Conclusion

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the Landlord an order under section 67 for \$4,178.16. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and 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: September 13, 2011.

Residential Tenancy Branch