



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNSD, MNR, MNDC, OPR

### Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties .

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an Order of Possession based on a Notice to End Tenancy for non-payment of rent, and a request for a monetary order for \$2150.00.

### Background and Evidence

The applicant testified that:

- The tenant did not pay the November 2011 rent and therefore on November 12, 2011 the tenant was served with a 10 day Notice to End Tenancy for non-payment of rent by posting on the door.
- The tenant did not pay the outstanding rent or comply with the notice and therefore on November 22, 2011 she applied for dispute resolution.
- The tenant subsequently paid the outstanding November 2011 rent on November 29, 2011, however it was accepted for use and occupancy only.

- They have signed an agreement with the tenant allowing him to stay to the end of December 2011, as long as he pays the December 2011 rent, however they are still requesting an Order of Possession because to date that rent is still outstanding.
- The tenant has not paid any of the December 2011 rent however and therefore at this time there is still \$850.00 rent outstanding and they are therefore requesting an order for the tenant to pay that outstanding rent plus the \$50.00 filing fee.
- They are also requesting an order to keep the full security deposit of \$425.00 for damages at the rental property.

The tenant testified that:

- He does owe the full December 2011 rent however he should be able to pay that rent by December 15, 2011.
- He has also agreed to allow the landlord to keep the full security deposit of \$425.00 to cover damages to the door at the rental property.

### Analysis

It is my finding that the landlord does have the right to an Order of Possession, because the tenant did not pay the outstanding November 2011 rent within the five day grace period to void the notice and therefore the Notice to End Tenancy is still a valid notice.

The landlord also has the right to a monetary order for the outstanding December 2011 rent plus the filing fee, as the tenant has admitted that this rent is still outstanding.

Since the tenant is also agreed to allow the landlord to keep the full security deposit of \$425.00 for damages I allow the landlords request to retain that deposit.

Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenant.

I have issued a monetary order in the amount of \$900.00.

I further order that the landlord may retain the full security deposit a \$425.00.

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: December 07, 2011.

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Residential Tenancy Branch