



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD, OPB, 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, a request for a monetary order for \$505.00, and request for recovery of the \$50.00 filing fee. The applicant is also requesting an order to keep the full security deposit of \$375.00 towards the claim.

Background and Evidence

The applicant testified that:

- The tenants failed to pay \$5.00 rent for the month of December 2011 and paid no rent for the month of January 2012 and therefore on January 10, 2012 a 10 day Notice to End Tenancy was posted on their door.

- The tenants did not pay the full outstanding amount within the five day time limit, and although they have paid some of the money, it has been accepted for use and occupancy only.
- The tenants paid a further \$300.00 however there is still \$205.00 outstanding.
- They are therefore requesting an Order of Possession for as soon as possible and an order for that outstanding rent.

The respondent testified that:

- They do still owe \$205.00 in outstanding rent for the month of February 2012; however the landlord told them they could pay that later and it was fine with him.
- Why did the landlords except the \$300.00 if they still want to end this tenancy.
- They can have the remaining \$205.00 by tomorrow.
- They do not believe the landlord should be allowed to end the tenancy because the landlord stated it was fine for them to pay the rent later.

In response to the tenants' testimony the landlord testified that:

- They are tired of all the promises from the tenant that are not kept. The tenants claim they will pay the rent on a certain date and then they do not and this has been ongoing for too long.
- They no longer want to continue with this tenancy and all the broken promises.

Analysis

It is my decision that I will allow the landlords request for an Order of Possession.

The landlord has shown the tenants failed to pay the rent for the month of January 2010 and therefore they served the tenants with a valid 10 day Notice to End Tenancy for non-payment of rent.

The tenants did not pay the outstanding rent within the five day grace period and therefore there deemed to accepted the end of the tenancy and since any money since then has been accepted for use and occupancy only, the landlord still has the right to an Order of Possession.

I also allow the landlords request for the outstanding rent of \$205.00 and recovery of the \$50.00 filing fee for a total of \$255.00.

Conclusion

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

I have allowed \$255.00 of the landlords claim and I therefore order that the landlords may retain \$255.00 of the tenant's security deposit in satisfaction of that claim.

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: February 27, 2012.

Residential Tenancy Branch