



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FF, MNR, 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 decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The landlord's application is a request for an Order of Possession based on Notice to End Tenancy for non-payment of rent, a request for a monetary order for outstanding rent and utilities totalling \$6,958.86, a request for recovery of the \$100.00 filing fee.

The tenant's application is a request to cancel the Notice to End Tenancy that was given for non-payment of rent.

### Background and Evidence

The landlord testified that:

- The tenant has fallen behind in the rent and at this time there is \$5,000.00 outstanding.
- The tenant has also fallen behind in paying his portion of the utilities. The tenant is to pay 60% of all utilities however at this time there is a total of \$958.86 outstanding.
- Therefore on February 9, 2012 they personally served the tenant with a 10 day Notice to End Tenancy for non-payment of rent and utilities.

The landlord is therefore requesting an Order of Possession for as soon as possible, and a monetary order for the outstanding rent and utilities, plus their filing fee.

The tenant testified that:

- He knows he does owe a substantial amount of money to the landlord however the landlord has failed to record a deposit of \$300.00 that was made to the landlords account.
- The landlord also knows that he will eventually pay all this money off as he is a friend of the landlords.
- He has the full March 2012 rent of \$1000.00 ready to pay to the landlord and is willing to pay the remainder off over time or by doing work for the landlord.

The tenant is therefore requesting that the Notice to End Tenancy be cancelled

In response to the tenant's testimony the landlord testified that:

- The tenant is correct there was a deposit of \$300.00 made to the landlords account an he failed to deduct that from the amount owed and therefore at this time the tenant owes \$4700.00 and outstanding rent not \$5,000.00.
- The tenant was a friend and that is why he has allowed the account to get so far behind, however he can no longer afford to continue carrying this debt.

### Analysis

It is my finding that the landlord has shown that there is a total of \$4700.00 rent outstanding, and \$958.86 in utilities outstanding for a total of \$5,658.86.

I therefore will not be setting the Notice to End Tenancy aside and will be issuing an Order of Possession to the landlord.

I also allow the landlords full monetary claim and recovery of the filing fee.

### Conclusion

#### Tenant's application

The tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

#### Landlord's application

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

I have also issued a monetary order to the landlord in the amount of \$5,758.86.

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 29, 2012.

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Residential Tenancy Branch