



# Dispute Resolution Services

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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 based on the Notice to End Tenancy for Unpaid Rent dated February 2, 2012, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

The landlord is also claiming \$189.28 for movies that the tenant had ordered without authorization from the landlord's cable provider

### **Preliminary Issue**

The landlord testified that the tenant had made a partial payment of rent in the amount of \$400.00 after the five-day deadline to cancel the Ten Day Notice to End Tenancy for Unpaid Rent. However, the landlord and tenant reached an agreement that the tenant would pay the remaining \$350.00 owed for February rent and the \$750.00 for March rent by March 15, 2012. I find that the landlord had reinstated this tenancy, and therefore no Order of Possession can be issued.

### **Issue(s) to be Decided**

The remaining issues to be determined based on the testimony and the evidence is whether landlord is entitled to monetary compensation for rental arrears and charges.

### **Background and Evidence**

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy, a copy of the cable bill showing movie orders totaling \$169.00 plus tax and a copy of the tenancy agreement. The landlord testified that the tenancy began in January 2012 with rent of \$750.00 and a deposit of \$375.00 was paid. The landlord testified that the tenant failed to pay rent for February 2012, and a Ten Day Notice to End Tenancy for Unpaid Rent was served on the tenant on February 2, 2012. However, the tenant later made a partial payment of \$400.00 with a promise to pay the remaining \$350.00 arrears on March 1, 2012 in addition to also paying the \$750.00 rent for March 1, 2012.. In

exchange for this promise to pay, the landlord agreed not to enforce the Ten Day Notice to End Tenancy for Unpaid Rent.

The landlord is also claiming \$189.28 in compensation for the pay TV movies that were ordered by the tenant on the landlord's account without her authorization.

The tenant did not dispute that the rent was owed and the tenant stated that they did make an agreement to pay all of the arrears owed in March. The tenant did not deny that the pay TV movies were ordered without the landlord's permission. The tenant testified that they thought that this was okay because cable TV service was included as part of their tenancy.

### **Analysis**

Based on the testimony, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent, but that the tenancy was reinstated through an agreement between the parties that the tenant would pay the arrears in March in exchange for the landlord not enforcing the Notice. Therefore, I find that the tenancy will continue.

With respect to the monetary claim, I accept the testimony that the tenant promised to pay the remaining rent for February and reimburse the landlord for the pay TV charges. I find that the landlord is therefore entitled to a monetary order reflecting this commitment in the amount of \$589.28 comprised of \$350.00 rent still owed for February 2012, \$189.28 for movies ordered and the \$50.00 cost of the application.

To clarify the terms of the tenancy agreement, I find that, while basic cable TV is included in the rent, the right to order pay TV is not included and under the tenancy agreement, the tenant is not permitted to order pay TV movies on this account .

### **Conclusion**

I hereby grant the Landlord an order under section 67 for \$589.28. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The remainder of the landlord's application is dismissed without leave.

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