



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied on March 9, 2012 for:

1. An Order cancelling a Notice to End Tenancy – Section 46; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on March 13, 2012 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent and utilities - Section 67;
3. A Monetary Order for compensation for loss – Section 67;
4. An Order to retain all or part of the security deposit; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Notice to End Tenancy valid?

Is the Tenant entitled to a cancellation of the notice?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on October 1, 2010. Rent in the amount of \$725.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$325.00 and a pet deposit in the amount of \$325.00. The Tenant failed to pay rent for March 2012 and on March 2, 2012 the Landlord served the Tenant with a notice to end tenancy for non-payment of rent by posting the notice on the door. The Tenant also failed to pay utilities for this period and the Landlord claims \$81.95. The Tenant states that he has no reason for paying the rent other than being short of money. The Tenant also states that although he signed the tenancy agreement to pay for ½ the utilities, he feels this is unfair given the larger number of persons sharing the bills. The Landlord claims \$725.00 for rental arrears and \$81.95 for unpaid utilities for a total amount of **\$806.95**.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch.

Based on the Parties' evidence I find that the Tenant was served with a notice to end tenancy for non-payment of rent and given the Tenant's lack of a valid reason for not paying the rent, I find the notice to be valid. Accordingly, the Tenant's application is dismissed. I find that the Landlord is entitled to an **Order of Possession**. I also find that the Landlord has established a monetary claim for **\$806.95**. The Landlord is entitled to recovery of the \$50.00 filing fee for a total monetary amount of **\$856.95**. Setting the security deposit plus interest of **\$725.00** off the entitlement leaves the amount of **\$131.95** payable by the Tenant to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may

be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I order that the Landlord retain the **deposit** and interest of \$725.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$131.95**. If necessary, this order may be filed in the Small Claims Court 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: March 28, 2012.

Residential Tenancy Branch