



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing was convened in response to applications by the tenants and the landlord.

The tenants' application is seeking orders as follows:

1. To cancel a notice to end tenancy for unpaid rent; and
2. For compensation or loss under the Act.

The landlord's application is seeking orders as follows:

1. Order of possession for unpaid rent;
2. A monetary order for unpaid rent; and
3. To keep all or part of the security deposit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenants indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenants' request to set aside the Notice to End. The balances of the tenants' application are dismissed, with leave to re-apply.

Issue(s) to be Decided

Should the ten day notice to end tenancy for unpaid rent be cancelled?

Background and Evidence

Based on the testimony of landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent on March 2, 2012. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice. The tenant acknowledges

receipt of the notice by filing an application to dispute the notice within the five days required by the Act.

The landlord testified that the tenant has not paid rent for March 2012.

The tenant testified that rent for March 2012 has not been paid.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

Although the tenant applied to cancel the ten day notice to end tenancy dated March 2, 2012, within the five days granted, I find that there is no merit to the tenants' application. In particular, the tenant admitted that rent was owed for March 2012, when she received the notice and that amount is still unpaid.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of \$1,090.00 comprised of rent owed and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the deposit and interest of \$520.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$570.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to pay rent. The landlord is granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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