



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, OPR

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The tenancy began on or about October 1, 2011. Rent in the amount of \$600.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$150.00. The tenant failed to pay rent in the month(s) of February and on February 2, 2012 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of March.

The landlord gave the following testimony; the relationship between her and the tenant has been strained since the start of the tenancy and has resulted in another dispute resolution hearing, adamantly denies that any rent reduction was agreed to, the landlord is seeking to recover unpaid rent and an order of possession.

The tenant gave the following testimony; agrees that she did not pay the rent for the months of February or March, advises that she was told by the mortgage holder of the property that she did not have to pay any rent in lieu of repairs required in her unit, does not acknowledge the subject landlord as a landlord but more so as a “squatter”.

Analysis

The tenant felt she did not have to pay any rent to the landlord as compensation for the poor state of repair of her rental unit. The tenant advised that she had plenty of documentary evidence to support her position in that regards and that she had made arrangements with the mortgage holder of the property, however the tenant did not submit that for this hearing. I accept the landlord’s testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the 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.

As for the monetary order, I find that the landlord has established a claim for \$1200.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$150.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1100.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$1100.00. The landlord may retain the security deposit.

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 05, 2012.

Residential Tenancy Branch