



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, OPR, CNR, CNE

Introduction

This hearing dealt with cross applications 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 and the tenant seeking to have a notice to end tenancy for unpaid rent or utilities set aside. 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?

Is the tenant entitled to have the notice set aside?

Background and Evidence

The landlord gave the following testimony; the tenancy began on or about September 25, 2011. Rent in the amount of \$750.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month(s) of March and on March 9, 2012 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of April 2012.

The tenant paid his rent on time for the first two months however after losing his employment a verbal arrangement was made. The tenant would work doing odd jobs for the landlord to offset some of the rent, the intent was to help the tenant get through the Christmas season but he would eventually have to pay the rent in full once he obtained full time employment, attempts were made to help the tenant including the arrangement

of training to drive a logging truck. After several months of this arrangement the landlord had no more “odd jobs” for the tenant to do to offset the rent and required payment. The landlord is seeking \$1500.00 in unpaid rent.

The tenant gave the following testimony; agrees that the rent for March and April hasn't been paid but has every intention of paying the rent in a “payment plan”, has a full time job now, feels that the work arrangement could still work out if some terms were imposed, has funds available to pay the May rent and would like to stay and not have to move out.

Analysis

The tenant offered that social services are “holding the money for me right now,” however no attempts were made to make that payment prior to the hearing. The tenant is obligated to pay the rent on time and in his own testimony admits that he has not. The tenant has not been successful in their application to have the notice set aside and accordingly; I dismiss the tenant's application in its entirety without leave to reapply.

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

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 \$1500.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$1550.00. 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 \$1500.00.

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: April 30, 2012.

Residential Tenancy Branch