



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

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

The tenant's application is seeking orders as follows:

1. Cancel a ten day notice to end tenancy; and
2. Cancel a one month notice for cause.

The landlord's application is seeking orders as follows:

1. A order of possession for unpaid rent and utilities; and
2. A monetary order for unpaid rent and utilities.

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.

Background and Evidence

Based on the testimony of parties, I find that the tenant was served with a notice to end tenancy for non-payment of rent on May 22, 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.

Counsel for the landlord stated this tenancy agreement was based on the following term. The tenant pays as rent to the landlord and amount equivalent to the utilities, and property taxes, on a monthly basis. Counsel submits the tenant has not paid the outstanding balance owed for January 2012, rent and has made no further payments towards rent.

Filed in evidence is a calculation worksheet, which shows the tenant, paid \$3,900.00 between October 2011 and January 2012, with an outstanding balancing owing of \$939.06 for January 2012, rent.

The tenant testified that he has not made any rent payments since January 2012.

The tenant disputes the monetary amount claimed by the landlord. The tenant stated rent is \$800.00 per month. However, the tenant confirmed he paid \$3,900.00 between October 2011 and January 2012.

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 May 22, 2012, within the five days granted, I find that there is no merit to the tenant's application. In particular, the tenant admitted that rent has not been paid for January, February, March, April, and May 2012, when he 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.

The tenant claims rent was only \$800.00 per month, however, that amount is not supported by his testimony.

I find that the landlord has established a total monetary claim of **\$7,257.09** comprised of rent and utilities owed for January 2012, February 2012, March 2012, April 2012, May 2012, and June 2012. This amount also includes the \$50.00 fee paid by the landlord for this application.

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

Conclusion

Although the tenant disputed the notice, the tenant failed to pay rent as required by the Act. The tenant's application to set-aside the notice issued on May 22, 2012, is dismissed.

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: June 15, 2012.

Residential Tenancy Branch