

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

There are applications filed by both parties. The Landlord is seeking an order of possession and a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee. The Tenant has made an application to cancel the notice to end tenancy for unpaid rent.

Both parties have attended the hearing by conference call and have given testimony. As both parties have attended the hearing and have confirmed receipt of the others documentary evidence, I am satisfied that both parties have been properly served with the notice of hearing and evidence packages submitted as deemed under the Act.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Is the Tenant entitled to an order to cancel the notice to end tenancy for unpaid rent?

Background and Evidence

This Tenancy began on April 16, 2012 on a fixed term tenancy until March 31, 2013 as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$725.00 payable on the 1st of each month. A security deposit of \$362.50 was paid on March 26, 2012.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy for unpaid rent dated June 2, 2012 on June 2, 2012 by posting it on the rental unit door. The Landlord has provided a proof of service document which states that it was posted on the rental unit on June 2, 2012 with a witness. The notice shows that rent of \$725.00 was due on June 1, 2012 and remains unpaid.

The Tenant has stated in his details of dispute that "Didn't get paid from work the guy can't pay me need more time to pay rent." The Tenant has confirmed in his direct

testimony that rent for June 2012 of \$725.00 has not been paid as of the date of this hearing. The Tenant has indicated that he intends to vacate the rental unit by June 27, 2012 and does not contest the Landlord's claims of \$725.00 in unpaid rent and a \$25.00 late rent fee referred to in the tenancy agreement.

Analysis

I accept the undisputed testimony of the Landlord and find that the Tenant was served with a notice to end tenancy for unpaid rent. The Tenant did not pay the rent as of the date of this hearing. The Tenant has confirmed in both his details of dispute and his direct testimony that June rent remains unpaid. Based upon the undisputed 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 based upon the undisputed testimony that the Landlord has established a claim of \$800.00 for unpaid rent of \$725.00, a late rent fee of \$25.00 and the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$362.50 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$437.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant's application is dismissed without leave to reapply.
The Landlord is granted an order of possession and a monetary order for \$437.50.
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: June 25, 2012.

Residential Tenancy Branch