

DECISION

Dispute Codes OPR, OPB, MNR, O, FF CNC, CNR

Introduction

There are applications filed by both parties. The Landlord has applied for an order of possession and a monetary order for unpaid rent, an order of possession for breach of an agreement and the recovery of the filing fee. The Tenant has applied to cancel the notice to end tenancy issued for unpaid rent or utilities and as well a notice to end tenancy issued for cause.

Both parties attended the hearing by conference call and gave testimony. The Tenant did not submit any documentary evidence. Tenant has acknowledged receiving the Landlord's evidence package. As both parties have attended the hearing and have acknowledged receiving the notice of a hearing package submitted by the other party, I am satisfied that both parties have been properly served as deemed under the Act.

Issue(s) to be Decided

It the Landlord entitled to an order of possession for breach of an agreement?
Is the Tenant entitled to an order cancelling a notice to end tenancy for cause?
Is the Landlord entitled to an order of possession for unpaid rent?
Is the Tenant entitled to an order cancelling a notice to end tenancy for unpaid rent?
Is the Landlord entitled to a monetary order?

Background, Evidence and Analysis

Both parties agree that the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent and a notice to end tenancy issued for cause on September 4, 2012 in person. Both parties also agreed that the monthly rent is \$775.00 and that a security deposit of \$387.50 was paid. Neither party submitted a copy of the signed tenancy agreement.

The Landlord states that the Tenant has failed to pay rent for the last 3 months (August to October) at \$775.00 per month for a total of \$2,325.00. The Tenant, C.H. has confirmed that no rent has been paid for this time period.

I accept the undisputed testimony of both parties that the 10 day notice to end tenancy was served in person on September 4, 2012. The Tenant filed for dispute resolution on September 10, 2012, 6 days after receiving the notice. The notice states that the Tenant must file within 5 days. Based upon the above undisputed testimony, I find that the Tenant has accepted that the Tenancy is at an end. The Tenant further stated that as of the date of the hearing, they were in the process of vacating the rental unit. The Landlord has established a claim for 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.

I find that as the Tenant, C.H. has confirmed in her direct testimony the non-payment of rent for the last 3 months that the Landlord has established a claim for unpaid rent. The Landlord's amended monetary claim for \$2,325.00 has been established. The Landlord is also entitled to recovery of the filing fee. I order that the Landlord may retain the \$387.50 security deposit paid and I grant a monetary order under section 67 for the balance due of \$1,987.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The Tenant's application is dismissed.

The Landlord's application for an order of possession for breach of an agreement is dismissed.

Conclusion

The Tenant's application is dismissed.

The Landlord is granted an order of possession and a monetary order for \$1,987.50.

The Landlord may retain the \$387.50 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: October 15, 2012.

Residential Tenancy Branch