



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, FF

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The landlord's application is a request for an order of possession based on a notice to end tenancy for nonpayment of rent, a request for a monetary order for outstanding rent totaling \$4340.00, a request for recovery of the \$50.00 filing fee, and a request to retain the full security/pet deposits towards the claim.

The tenant's application is a request to cancel the notice to end tenancy that was given for nonpayment of rent.

Background and Evidence

The landlord testified that:

- This tenancy began on March 15, 2010 with a monthly rent of \$1350.00 and at that time the tenant paid a security deposit of \$675.00, and the pet deposit of \$2000.00.
- The tenant has fallen substantially behind and the rent and at this time there is a total of \$4340.00 in rent outstanding.

- The tenant has been served with four 10 day notices to end tenancy, however she has not complied with any of those notices and, as stated above, has not paid the full outstanding rent.

The landlords are therefore requesting an order of possession for as soon as possible and a monetary order for the outstanding rent.

The tenant's agent testified that:

- The tenant admits that the full amount of rent claim by the landlords is outstanding however she fell behind on the rent due to unforeseen circumstances, and it is their belief that it can be paid off, in full, by January or February of next year.
- The tenant's son and the tenant's boarder now both have jobs and will be bringing in a significant amount of income allowing them to catch up on the outstanding rent and pay the monthly rent as it comes due.
- They are therefore requesting that the notice to end tenancy be canceled and that this tenancy be allowed to continue.

Analysis

If the tenant falls behind on the rent and does not pay the full amount of rent when it is due the landlord does have the right to end the tenancy for nonpayment of rent.

In this case the tenant admits that there is a total of \$4340.00 in rent outstanding, and therefore the landlord does have the right to end this tenancy for nonpayment of rent.

The landlord has served a valid 10 day notice to end tenancy for nonpayment of rent, and I will not cancel that notice.

This tenancy therefore ends pursuant to the notice and I allow the landlords request for an order of possession.

I also allow the landlords request for the full amount of rent outstanding and recovery of the \$50.00 filing fee.

Conclusion

Tenant's application

The tenant's application is dismissed in full without leave to reapply.

Landlord's application

I have issued an order of possession to the landlords which is enforceable two days after service on the tenant.

I have allowed the landlords full monetary claim of \$4390.00 and I therefore order that the landlords may retain the full security/pet deposit of \$2675.00, and have issued a monetary order in the amount of \$1715.00.

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: November 29, 2012.

Residential Tenancy Branch

