



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, FF, MT, MNDC, MNSD

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent and for more time to do so. The tenant also applied for a monetary order for compensation and for the return of the excess amount of security deposit that he had paid.

Both parties attended the hearing and had opportunity to be heard.

At the start of the hearing, the tenant stated that he needed more time to provide evidence to support his monetary claim. He stated that certain documents take 30 days to be issued and he did not have sufficient time from the date of his application to the date of this hearing. I find it reasonable to grant the tenant's request and therefore the portion of the tenant's application to do with his monetary claim is dismissed with leave to reapply.

The tenant has applied for more time to dispute the notice to end tenancy. I find that the tenant made application in a timely manner and therefore additional time is not necessary.

Accordingly this hearing only dealt with the tenant's application to cancel the notice to end tenancy and the return of the excess amount paid for the security deposit.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on September 15, 2012 for a fixed term of one year. The monthly rent is \$1,600.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,600.00. I informed the landlord that he was permitted to accept only half a month's rent as security deposit. The tenant may make a deduction of \$800.00 from a future rent.

On November 01, the tenant paid \$500.00 towards rent and failed to pay the balance. On November 15, 2012, the landlord served the tenant with a notice to end tenancy for nonpayment of rent. The notice was written on the approved two page form.

The tenant disputed the notice but did not pay the outstanding rent. As of the date of the hearing the tenant agreed that he owed the landlord \$2,700.00 in unpaid rent.

Analysis:

Based on the sworn testimony of the both parties, I find that the tenant received the notice to end tenancy for unpaid rent, on November 15, 2012 and did not pay rent within five days of receiving the notice to end tenancy. Accordingly, I uphold the notice to end tenancy.

During the hearing, the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. 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.

The landlord is at liberty to file his own application for a monetary order for unpaid rent.

Conclusion

I grant the landlord an order of possession effective on or before 1:00 pm on December 31, 2012.

The tenant may make a onetime deduction of \$800.00 from the amount of unpaid rent.

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: December 20, 2012.

Residential Tenancy Branch