



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MT, FF, MNDC, OPC

Introduction

Some documentary evidence and written arguments have 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 tenant's application is a request to cancel a Notice to End Tenancy given for cause, a request to cancel a Notice to End Tenancy given for nonpayment of rent, and a request to allow the applicant more time to file the application to cancel the Notice to End Tenancy.

The landlord's application is a request for an Order of Possession, and a request for a Monetary Order for outstanding rent and recovery of the filing fee.

Background and Evidence

This tenancy began on April 15, 2012 with a monthly rent of \$775.00.

On March 22, 2013 the landlord serve the tenant with a one month Notice to End Tenancy for cause.

On May 2, 2013 the landlord serve the tenant with a 10 day Notice to End Tenancy for nonpayment of rent.

I deal first with the 10 day Notice to End Tenancy for nonpayment of rent.

The landlord testified that:

- The tenant only paid \$216.00 of the May 2013 rent leaving \$559.00 outstanding.
- He therefore served the tenant on May 2, 2013 with a 10 day Notice to End Tenancy, however the tenant has failed to comply with that notice and the full \$559.00 is still outstanding.
- He is therefore requesting an Order of Possession for April 15, 2013, and is requesting a Monetary Order for the outstanding rent of \$559.00, and the filing fee of \$50.00, for a total of \$609.00.

The tenant testified that:

- She did only pay \$216.00 of the May 2013 rent however she also gave the landlords a letter giving them permission to keep her security deposit and pet deposit to cover the balance of the rent.
- She therefore does not believe she owes any rent and in the letter she also informed the landlord that she would be responsible for any damages that occurred to the suite and would leave this suite clean and in good order.
- She is therefore requesting an order that the 10 day Notice to End Tenancy be canceled.

Analysis

It is my finding that the landlord has shown that there is a total of \$559.00 rent outstanding for the month of May 2013, and therefore I will not set aside Notice to End Tenancy.

The tenant did not have the right to withhold any money from the May 2013 rent nor did she have the right to tell the landlord to use the security/pet deposit towards the rent.

The landlord has the right to hold the full security/pet deposit until the end of the tenancy and the tenant is required to pay the full rent.

Therefore it is my finding that this tenancy does end pursuant to the 10 day Notice to End Tenancy, and at the request of the landlord I am issuing an Order of Possession.

I will also be issuing an order for the outstanding rent and the landlords filing fee.

Since this tenancy is ending pursuant to the 10 day Notice to End Tenancy, there is no need for me to make a finding on the validity of the one month Notice to End Tenancy.

Conclusion

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

I have issued an Order of Possession to the landlord for 1 p.m. on May 15, 2013.

I have issued a Monetary Order for the tenant to pay \$609.00 to the landlord.

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: May 13, 2013

Residential Tenancy Branch

