



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF, CNR

Introduction

There are applications filed by both parties. The Landlord has made an application for an order of possession and a monetary order for unpaid rent, for money owed or compensation for loss, to keep all or part of the security deposit and recovery of the filing fee. The Tenants have also made an application to cancel a notice to end tenancy issued for unpaid rent.

Both parties have attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence of the other party, I am satisfied that both parties have been properly served.

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 cancelling the notice to end tenancy?

Background and Evidence

This Tenancy began on June 1, 2011 on a fixed term tenancy ending on June 1, 2012 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,400.00 payable on the 1st of each month and a security deposit of \$700.00 was paid.

Both parties agreed that the Landlord served the Tenant with a 10 day notice to end tenancy issued for unpaid rent dated June 16, 2013 in person on the same date. The notice states that \$4,200.00 was due on June 1, 2013. The notice describes that 3 months of rent @ \$1,400.00 + late fees + NSF fees were due. The notice stated an effective date of June 26, 2013. The Landlord states that the Tenant has failed to pay any rent since the notice was served and that the Tenant still occupies the rental unit.

The Tenant has confirmed in her direct testimony that none of the rent has been paid for the last 4 months. The Tenant questioned the validity of the 10 day notice as it did not contain the entire house number of "379" and that her copy stated the house number as "79". The Tenant could not explain how this would confuse her as the notice could not be interpreted as for anyone else or for any other tenancy.

During the hearing, the Landlord withdrew his request for a monetary claim for late fees and NSF fees and only wished to proceed on the issue of unpaid rent.

Analysis

I accept the undisputed testimony of both parties and find that the Landlord has properly served the Tenant with a 10 day notice to end tenancy issued for unpaid rent in person on June 16, 2013. The Tenant confirmed in her direct testimony that she received the notice and that she did not pay any of the rent for the past 4 months (April, May, June and July). The Tenant's Application is dismissed. The Landlord has established a claim and is granted an order of possession. The Tenants must be served with the order. If the Tenants fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

As for the monetary claim, I find based upon the evidence of both parties that the Landlord has established a monetary claim for unpaid rent. The Tenant has confirmed in her direct testimony that no rent has been paid for 4 months. The Landlord has withdrawn his claim for money owed for compensation or loss. The Landlord is entitled to recovery of the \$100.00 filing fee. I order that the Landlord retain the \$700.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$5,000.00. 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.

The Landlord is granted an order of possession and a monetary order for \$5,000.00.

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: July 26, 2013

Residential Tenancy Branch