



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DD Acquisition Partnership c/o Gateway Property Mgmt
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR O OPR MNR MNSD FF

Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy for unpaid rent. The landlord applied for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both the landlord and the tenant participated in the teleconference hearing.

Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on May 1, 2013 as a fixed-term tenancy to end on April 30, 2014. Rent in the amount of \$750 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$375. The tenant failed to pay \$700 of the rent for July 2013, and on July 8, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay the \$750 rent in the month of August 2013.

The tenant acknowledged that she withheld rent for July and August 2013. She stated that she did so because at the outset of the tenancy the landlord's agent verbally promised the tenant a new stove and the first month's rent free, and she promised in

writing on the tenancy agreement that the tenant would receive a free mini ipad. The tenant stated that she received a new stove, but not one month's free rent or an ipad.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent and had no authority to withhold rent. Based on the above facts I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim for \$1450 in unpaid rent and lost revenue. The landlord is also entitled to recovery of the \$50 filing fee.

Conclusion

The tenant's application to cancel the notice to end tenancy is dismissed. It is open to the tenant to apply for monetary compensation regarding any incentives she may have been promised and did not receive.

I grant the landlord an order of possession effective two days from service. 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 entitled to \$1500. I order that the landlord retain the security deposit of \$375 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1125. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 20, 2013

Residential Tenancy Branch