



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPB, MNR, MNDC, FF, CNR, RR

Introduction

There are applications filed by both parties. The Landlord seeks an order of possession for unpaid rent or utilities and an order of possession for the Tenant breaching an agreement with the Landlord, a monetary claim for unpaid rent, for money owed or compensation for damage or loss and the recovery of the filing fee. The Tenant has also filed an application for an order to cancel a notice to end tenancy issued for unpaid rent or utilities.

Both parties 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 Tenant entitled to an order cancelling the notice to end tenancy?

Background and Evidence

There is a signed tenancy agreement dated December 28, 2012 which states that monthly rent to be \$700.00 payable in advance on the 1st of each month.

The Landlord states that the Tenant was served with a 10 day notice for unpaid rent dated September 4, 2013 which states that \$1,400.00 in rent was due on September 1, 2013 for which the Tenant has failed to pay. The notice also details that "\$700.00 per month for August 2013 and \$700.00 per month for September 2013". The notice displays an effective vacancy date of September 14, 2013. The Tenant stated in his direct testimony, "that's correct". The Tenant confirmed that no rent has been paid for August, September and October because he was in a dispute with the Landlord over compensation for a "notice" in the form of a letter from the Landlord to end the tenancy.

Both parties confirmed in their direct testimony that a letter was given to the Tenant dated July 4, 2013 which stated, "Termination of the tenancy". Both parties were informed that such notices served by the Landlord must be in the approved form and if they were not, are not effective and can be ignored. The Tenant was cautioned that withholding rent was not allowed unless authorized by an order of the Residential Tenancy Branch Arbitrator.

Analysis

I accept the undisputed testimony of both parties and find that the Tenant was properly served with a 10 day notice to end tenancy dated September 4, 2013. The Tenant confirmed in his direct testimony that rent was not paid for August, September and October. The Landlord has established a claim for an order of possession. The Landlord is granted an order of possession. 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 and enforced as an order of that Court.

As for the monetary claim, I find based upon the Tenant's admission of unpaid rent that the Landlord has established a claim for unpaid rent of \$2,100.00 for 3 months at \$700.00 per month. The Landlord is also entitled to recovery of the filing fee. I grant a monetary order for the Landlord in the amount of \$2,150.00. 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 \$2,150.00.

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: October 18, 2013

Residential Tenancy Branch

