



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPC, MNSD, MNR, MNDC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, and the filing fee. The landlord also applied to retain the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent, the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started on August 01, 2013. The rent is \$2,200.00 due in advance on the first of each month. At the start of tenancy, the tenant paid a deposit of \$1,200.00.

The landlord testified that the tenant paid rent late repeatedly and was served ten day notices to end tenancy on August 10, September 04 and October 04, 2013. The tenant agreed that he had paid rent late and for some months made partial payment on the first and then paid the balance later. The tenant agreed that he owed \$1,200.00 for September and had not paid rent for October for a total of \$3,400.00 in unpaid rent.

On August 15, 2013; the landlord served the tenant with a thirty day notice to end tenancy for cause. The reason for the notice is that the tenant was repeatedly late paying rent, significantly interfered with or unreasonably disturbed another occupant and sublet the unit without the landlord's permission.

The landlord has applied for an order of possession effective two days after service on the tenant and for a monetary order in the amount of \$3,400.00.00 for unpaid rent plus \$50.00 for the filing fee. The landlord has also applied to retain the security deposit in partial satisfaction of his monetary claim.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the reasons for the notice to end tenancy.

One of the reasons for the notice to end tenancy is for repeatedly paying rent late. Pursuant to section 38 of the *Residential Tenancy Policy Guideline*, three late payments are the minimum number sufficient to justify a notice under these provisions. The tenant agreed that he had paid rent late in June, July, August and September and has not paid rent for the current month of October. Therefore, I find that the landlord has proven the reason for the notice to end the tenancy for cause and accordingly, I uphold the notice to end tenancy.

Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

The tenant agreed that he owed the landlord outstanding rent in the amount of \$3,400.00. Therefore, I find that the landlord is entitled to \$3,400.00 for unpaid rent plus \$50.00 for the filing fee. I order that the landlord retain the security deposit of \$1,200.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,250.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order for **\$2,250.00**.

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

