



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNC, RP, OPR, OPC, MNR, MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied on December 2, 2013 for:

1. An Order cancelling two notices to end tenancy – Section 46;
2. An Order for repairs to the unit – Section 32.

The Landlord applied on November 19, 2013 with an amended application on January 3, 2014 for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67;
3. A Monetary Order for compensation – Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Is the Landlord entitled to an order of [possession?

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The following are undisputed facts: The tenancy started on May 2008. At the outset of the tenancy the Landlord collected \$367.50 as a security deposit and \$200.00 as a pet deposit. Rent of \$750.00 is payable monthly on the first day of each month. The Tenant has been late paying rent for several months in a row to present. The Tenant received a one month notice to end tenancy for cause (the “Notice”) on November 22, 2013. The effective date of the Notice is December 2013. The Tenant owes \$1,360.00 in unpaid rent and \$40.00 for late fees. The Tenant is making plans to move out of the unit and hopes to find a place within a week.

The Landlord seeks an order of possession and unpaid rent and late fees.

Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Based on the undisputed evidence of late rent payments, I find that the Notice is valid and that the Tenant is therefore not entitled to a cancellation of the Notice. Further based on undisputed evidence of unpaid rent and late fees, I find that the Landlord has substantiated an entitlement to **\$1,400.00**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,450.00**. Deducting the security and pet deposit of **\$567.50** plus interest of **\$5.70**, leaves **\$876.80** owed by the Tenant to the Landlord. As the Notice is valid, the Landlord is entitled to an order of possession.

As the tenancy has ended pursuant to the notice to end tenancy for cause there is no need to consider the other notice to end tenancy. Given that the tenancy is ending, I dismiss the Tenant's claim for repairs to the unit.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **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.

I order that the Landlord retain the **deposit** and interest of \$573.20 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$876.80**. If necessary, 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: January 15, 2014

Residential Tenancy Branch

