



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, OPC, OLC, PSF, CNR, CNC

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant also filed an application seeking to have a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities set aside, an order to have a One Month Notice to End Tenancy for Cause Set aside, an order to have the landlord comply with the Act, and an order to have the landlord provide services or facilities required by law. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is either party entitled to any of the above under the Act, regulation or the tenancy agreement?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about April 1, 2013. Rent in the amount of \$1400.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$700.00 as well as \$100.00 for a pet deposit. The tenant failed to pay rent in the month(s) of January and on January 20, 2014 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of February. The landlord advised that as of today's hearing the amount of unpaid rent is \$1360.00.

The tenant gave the following testimony:

The tenant stated that her ex-husband pays the rent and is unsure of the remaining amount of unpaid rent. The tenant stated that she does not oppose the order of possession but is unsure as to when she needs to leave. The tenant stated she was hoping to get her deposits back.

Analysis

I accept the landlord's testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. Based on the above facts I find that the landlord is entitled to 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 of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the landlord has established a claim for \$1360.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$700.00 security deposit and the \$100.00 pet deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$610.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

As I have found that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities remains in full effect and force I need not address the One Month Notice to End Tenancy for Cause. Also, based on the above finding; the tenants application is dismissed in its entirety.

Conclusion

The landlord is granted an order of possession and a monetary order for \$610.00. The landlord may retain the security deposit and the pet deposit.

The tenants' application is dismissed.

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: February 24, 2014

Residential Tenancy Branch

