



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Nacel Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MNDC, MNR, MNSD, OPR

### Introduction

This is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, a request for a Monetary Order for \$3125.00, and a request to retain the full security deposit of \$487.50 towards the claim.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Has the landlord established a monetary claim in the amount of \$3125.00?

### Background and Evidence

The applicant testified that:

- This tenancy began on September 1, 2009 with the monthly rent of \$975.00, and a security deposit of \$487.50 was collected on that date.
- The tenants December 2013 rent cheque was not honored by the bank and therefore on December 5, 2014 the tenant was served with a 10 day Notice to End Tenancy.

- To date the tenant has failed to comply with that Notice to End Tenancy, and has failed to pay any further rent.
- They are therefore requesting an Order of Possession for as soon as possible.
- There are also requesting a Monetary Order as follows:

December 2013 rent outstanding	\$975.00
December 2013 late fee	\$25.00
December 2013 NSF charge	\$25.00
January 2014 rent outstanding	\$975.00
January 2014 late fee	\$25.00
January 2014 NSF charge	\$25.00
February 2014 rent outstanding	\$975.00
February 2014 late fee	\$25.00
February 2014 NSF charge	\$25.00
Filing fee	\$50.00
Total	\$3125.00

The respondent testified that:

- He was traveling and was unaware of the fact that there was no money in his bank account.
- He can pay the full outstanding amount including late fees, NSF charges, and the filing fee for a total of \$3125.00 on February 10, 2014.
- He would therefore request that the landlord allow him to pay this amount on February 10, 2014 and allow the tenancy to continue.

In response to the tenant's testimony the landlord stated:

- She is still requesting an Order of Possession for soon as possible, however if the tenant pays the full \$3125.00 by February 10, 2014 they will allow the tenancy to continue and will not enforce the Order of Possession.

### Analysis

It is my finding that the landlord has shown there is a total of three months' rent, late fees, and NSF charges outstanding at this time for a total of \$3075.00, and I therefore allow the landlord's request for a monetary Order for that amount.

I also allow the request for recovery of the filing fee

At the hearing the tenant stated he does not dispute the amount and will pay the full amount by February 10, 2014.

The landlord however is still requesting an Order of Possession but as stated above she has agreed not to enforce the Order if the tenant pays the full amount of \$3125.00 by February 10, 2014. It is my finding that the landlord does have the right to an Order of Possession.

### Conclusion

I have issued a Monetary Order in the amount of \$3125.00.

I have issued an Order of Possession that is enforceable two days after service on the tenant.

I make no Order with regards to the security deposit, as this tenancy may be continuing and therefore the security deposit will remain in place.

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 03, 2014

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Residential Tenancy Branch

