



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: CNR, OPR, MNR, FF

Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy February 25, 2014, as well as a cross application by the landlords for an Order for Possession and Monetary Order pursuant to the same Notice.

Issues:

Is the tenant entitled to any relief? Are the landlords entitled to an Order for Possession and Monetary Order?

Background and Evidence:

A hearing was conducted in the presence of both parties. Based upon the evidence of the landlords I find that the Notice to End a Residential Tenancy was served in person on the February 25, 2014 by handing it to her. The parties admitted service of each other's applications.

The landlords testified that the tenancy agreement was entered into on September 21, 2013 with rent in the amount of \$ 700.00 per month. The tenant paid a security deposit of \$ 350.00 at the beginning of the tenancy. The landlords testified that the tenant failed to pay one half of the rent for January and all of the rent for February and March 2014. The landlords claim that there is \$ 1,750.00 in arrears.

The tenant admitted the amounts outstanding and advised that she would be moving on March 28, 2014.

The landlords agreed to the moving date.

Analysis:

The Notice to End a Residential Tenancy is based on non-payment of rent. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant disputes rent is owed or where the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from the rent. Here the tenant admitted not paying the rent and although she disputed the Notice she did not pay the rent owing nor did she have a lawful reason for her non-payment. Based on the evidence before me I have therefore determined that the tenant has not established a lawful reason for the non-payment of the rent. I have dismissed her application to cancel the Notice. Section 55(1)(a) provides that the arbitrator must grant an order of possession of the rental unit if, the landlord makes an oral request for an order of possession at a hearing where an arbitrator has dismissed the tenant's and has upheld the Notice. The landlords made this request at the hearing. As a result I granted the landlords an Order for Possession. I have also allowed the landlords' application for a monetary claim amounting to \$ 1,750.00.

Conclusion:

I have granted the landlords an Order for Possession effective on March 28, 2014. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlords retain the deposit and interest of \$ 350.00 and I grant the landlords an order under section 67 for the balance due of **\$ 1,450.00** inclusive of the filing fee. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenant as soon as possible. I have dismissed the tenant's application.

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: March 25, 2014

Residential Tenancy Branch

