



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF, CNR

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 January 15, 2014 for:

1. An Order cancelling a Notice to End Tenancy – Section 46.

The Landlord applied on February 7, 2014 for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. 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 under oath.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed facts: The tenancy started on August 1, 2010. Rent of \$1,550.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$775.00 as a security deposit. The Tenant owed arrears

of \$10,450.00 and on January 29, 2014 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent. The Tenant had paid January 2014 rent in full and has not paid February or March 2014 rent. The Tenant has been unable to pay the rental arrears due to illness and an inability to work.

The Tenant states that she has started rent and intends to repay the arrears. The Landlord states that the arrears owed by the Tenant is causing the Landlord financial problems and he can no longer afford to not have a renter in the unit that does not pay rent. The Landlord seeks an order of possession and a monetary order for unpaid rent.

Analysis

Section 55 of the Act provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing, the director dismisses the tenant's application or upholds the landlord's notice. Based on the agreed facts, I find that the Tenant owes the arrears as set out in the Notice and that the Notice is valid. As a result, I find that the Landlord is entitled to an order of possession effective March 10, 2014. Further based on undisputed facts I find that the Landlord has substantiated a monetary entitlement to **\$10,450.00** for arrears, **\$1,550.00** for February 2014 rent and **\$500.00** (based on a per diem rate of \$50.00 per day for 10 days) for rent to March 10, 2014. The Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$12,600.00**. Should the Tenant remain in the unit past March 10, 2014 the Landlord has leave to reapply for additional rent. Deducting the security deposit of \$775.00 plus zero interest leaves **\$11,825.00** owed by the Tenant to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. on March 10, 2014.
I order that the Landlord retain the **deposit** and interest of \$775.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for the balance due of **\$11,825.00**. 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: March 03, 2014

Residential Tenancy Branch

