



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF, MNR, MND, MNDC, CNR, ERP, FF, LRE, PSF, RP

Introduction

This hearing dealt with cross applications. The landlord is seeking an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant has filed an application seeking an order to have a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities set aside, an order to have the landlord make emergency repairs for health or safety reasons, an order to suspend or set conditions on the landlords right to enter the rental unit, an order to have the landlord comply with the Act, regulation or tenancy agreement, an order to have the landlord provide services or facilities as required by law, an order to make repairs to the unit, site or property and an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. 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 tenancy agreement?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about July 1, 2013. Rent in the amount of \$2325.00 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 \$1162.50 and a pet deposit of \$762.50. The tenant failed to pay rent in the month(s) of November and February and on February 13, 2014 the landlord served the tenant with a notice to end tenancy. The landlord advised that as of today's hearing the amount of unpaid rent is \$1450.00.

The tenant gave the following testimony:

The tenant stated that she wasn't sure how much rent was outstanding. The tenant stated that her roommate was the one that hadn't paid. The tenant stated that because of the landlords' unusual business practices it has caused a lot of confusion in terms of paying the rent. The tenant stated that the landlord has harassed and intimidated her and her roommates. The tenant stated that she "totally fine with moving out" but questions the legality of the landlords' behaviour.

Analysis

I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and although she did apply for dispute resolution to dispute the notice she was unable to provide sufficient evidence to have it set aside. 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 \$1450.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$1500.00 from the \$1925.00 deposits he holds in trust for full satisfaction of his claim.

As I have found that the tenancy is terminated I need not address the issues brought forward by the tenant and therefore dismiss her application in its entirety.

Conclusion

The landlord is granted an order of possession and is entitled to withhold \$1500.00 from the deposits he holds.

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: April 14, 2014

Residential Tenancy Branch

