



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNR, MNDC

Introduction

This hearing dealt with applications by the tenant and by the landlord. The tenant applied to cancel a 10 day Notice to End Tenancy for unpaid rent and the landlord applied for an order of possession and a monetary order. The hearing was conducted by conference call. The tenant and the landlord's representative who is the son of the landlord called in and participated in the hearing.

Issues

Should the 10 Day Notice to End Tenancy dated March 20, 2014 be cancelled?

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Background and Evidence

This tenancy began on October 1, 2012. The rent was originally \$1,100.00 but it was reduced to \$1,000.00 after the tenancy started at the request of the tenant. The tenant paid a security deposit of \$550.00 in September, 2012. The tenant did not pay the full rent due in March, 2014. She paid \$700.00, leaving \$300.00 outstanding. On March 14, 2014 the landlord served the tenant with a two month Notice to End Tenancy for landlord's use. The Notice required the tenant to move out of the rental unit by May 31, 2014. On March 20, 2014 the landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent. The 10 day Notice alleged that the tenant failed to pay \$300.00 rent for March that was due on March 1st. The tenant applied to dispute the 10 day Notice to End Tenancy on March 26, 2014. In her Application for Dispute Resolution she objected the 10 day Notice to End Tenancy because the landlord had already given her a two month Notice. She said that the landlord gave her the 10 day Notice after he found out that if his family did not move into the rental unit he would have to reimburse the tenant the equivalent of two months' rent.

The tenant has not paid the full rent for March. She has not paid any rent for April or for May. She testified that she had an agreement with the landlord that she could pay the rent in two installments, on the first and the 15th of each month. She said that she has not paid rent for March because the landlord filed an application to counter her application and she said that she has not paid rent because the landlord is harassing her, by visiting the rental property and by calling her at work. She said that the landlord has improperly contacted her son, who is a minor.

The landlord's representative testified that the landlord has attempted to contact the tenant because the City of Surrey has written letters to the landlord threatening to charge the landlord for the cost of cleaning up the rental property because the tenant has a wrecked automobile stored on the property. He said that the tenant has refused to answer phone calls and the landlord has driven to the property and telephoned her at work in an attempt to contact the tenant. The landlord's representative confirmed that the landlord spoke to the tenant's son, who is apparently 17 to inquire as to the whereabouts of the tenant.

The landlord requested an order for possession and a monetary order for the unpaid rent for March and April.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. The tenant did apply to dispute the Notice to End Tenancy, but she does not have any legitimate ground to withhold payment of rent. I find that there is no basis to cancel the 10 day Notice to End Tenancy for unpaid rent and the tenant's application for dispute resolution is therefore dismissed without leave to reapply.

Conclusion

Order of Possession - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$1,300.00 for the outstanding rent for March and April. The landlord

is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,350.00. I order that the landlord retain the deposit and interest of \$550.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$800.00. 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: May 13, 2014

Residential Tenancy Branch

