



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, OP

Introduction

This is an application filed by the landlord for an order of possession and a monetary order for unpaid rent.

Both parties attended the hearing by conference call and gave undisputed testimony. As both parties have attended and confirmed receipt of the notice of hearing package and the landlord's submitted documentary evidence, I am satisfied that both parties have been properly served.

During the hearing, the tenant states that an agreement was made for the landlord to withdraw his request for an end of tenancy as the tenant would promise to pay the rent arrears for May and June of \$1,700.00. The tenant seeks an order cancelling the landlord's application. The landlord states that the tenant did not accept the agreement, nor has she signed it. The landlord also states that the tenant has failed to comply with any of the conditions, namely pay the rent arrears. The tenant disputes this stating that the landlord did sign the agreement, but that she did not. The tenant confirmed in her direct testimony that no rent was paid for May and June totalling, \$1,700.00. The tenant's request is denied. I find based upon the undisputed evidence of both parties that no such agreement has been made as both parties confirmed that the tenant did not sign the agreement.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Background and Evidence

This tenancy began on March 1, 2014 on a fixed term tenancy until August 31, 2014 and then ends as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$850.00 payable on the 1st of each month and a security deposit of \$425.00 was paid.

The landlord states that the tenant gave written notice dated April 3, 2014 to vacate on April 1, 2014. The tenant confirms providing this notice to the landlord. The landlord has provided a copy of notice in his documentary evidence. The landlord states that the tenant failed to pay rent of \$850.00 for April 2014 and that she still occupies the rental unit. The landlord states that rent was normally made by direct payments from the ministry, but that the tenant cancelled the direct payments so that she could move. The landlord states that as of the date of this hearing, the tenant has failed to pay any rent for May and June and seeks an order of possession and a monetary order for unpaid rent of \$1,700.00.

Analysis

I accept the undisputed testimony of both parties and find that the tenant did provide notice to vacate the rental unit as per Section of the Residential Tenancy Act. The landlord is granted an order of possession. This order must be served upon the tenant. 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 claim, I find based upon the tenant's own direct testimony that no rent has been paid for May and June and that she still occupies the rental unit. The landlord has established a claim for a monetary order for \$1,700.00 for two months of rent. The landlord is granted a monetary order for \$1,700.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$1,700.00.

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: June 20, 2014

Residential Tenancy Branch

