



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 8868 Investments LTD. & Pacific Sands Apt.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, CNR, CNC, FF

Introduction

This hearing dealt with cross applications. The landlord is seeking an order of possession and a monetary order. The landlord had filed an application for the Direct Request Process however the tenant filed an application seeking to have the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities set aside as well to have the One Month Notice to End Tenancy for Cause set aside that the landlord had previously issued. 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 provide the following testimony

Rent in the amount of \$1589.00 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 \$637.50. The tenant failed to pay rent in the month(s) of May and on May 2, 2014 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of June. The landlord is seeking a monetary order of \$3178.00. The landlord issued a One Month Notice to End Tenancy for Cause on April 11, 2014 with an effective date of May 31, 2014.

The tenant gave the following testimony:

The tenant stated that he agrees that he is two months behind on his rent. The tenant stated that he has every intention of "catching up". The tenant stated that he agrees that he received the One Month Notice to End Tenancy for Cause on April 11, 2014.

Analysis

I accept the landlord's testimony and 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 did apply for dispute resolution to dispute the notice did not provide any evidence to have the notice set aside. The tenant filed to dispute the One Month Notice dated April 11, 2014 on April 25, 2014. The tenant acknowledged receipt of that notice on April 11, 2014. The tenant was outside of the legislated timeline to dispute that notice. The tenant has not been successful in having either notice set aside. Both notices remain in full effect and force. 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 \$3178.00 in unpaid rent. The landlord is also entitled to the recovery of the \$50.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$3228.00. 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 \$3228.00.

The tenants' application is dismissed in its entirety without leave to reapply.

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 16, 2014

Residential Tenancy Branch

