



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR OPR OPC FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46 or 47, and 55; and
- d) An order to recover the filing fee pursuant to Section 72.

### **SERVICE:**

The tenant attended and confirmed receipt of two Notices to end Tenancy one dated March 3, 2014 for unpaid rent and one dated March 16, 2014 for cause. She also confirmed receipt of the Application for Dispute Resolution by registered mail. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

### **Issue(s) to be Decided:**

The tenant was issued a Notice to End Tenancy dated March 3, 2014 for unpaid rent and one dated March 16, 2014 for cause. Is the landlord now entitled to an Order of Possession pursuant to either Notice and to a Monetary Order for rental arrears and filing fee?

### **Background and Evidence:**

The tenant attended and both parties were given opportunity to be heard, to present evidence and to make submissions. The landlord testified that tenancy commenced on January 1, 2014, rent is \$750 a month plus 25% of utilities and a security deposit of \$400 was paid in December 2013. The landlord testified that the tenant was in rent so she served a ten day Notice to End Tenancy in March 2014 but the tenant paid the arrears cancelling the Notice. She also served a one month Notice for Cause on March 16, 2014 to be effective April 15, 2014; under section 53 of the Act, the effective date of the Notice is corrected automatically to April 30, 2014.

The landlord with the assistance of her agent explained that the tenant was late in paying rent in February (paid Feb. 16), in March (paid March 10), in April (half late) and in May (half late). No rent has been paid for June and July 2014. She claims \$375 for May, and \$750 for each of June and July 2014 plus \$100 for utilities.

The tenant described how she had experienced unfortunate circumstances where a former room mate who shared the rent moved out, she had problems obtaining her cheques from Income Assistance and she believed the landlord had withheld her mail at one point to make her late in paying rent. She believed the landlord had called Income Assistance to say she was no longer living there but her witness said that it was the former room mate who she overheard telling the landlord he had called. After further discussion, the parties agreed to settle on the following terms and conditions:

**Settlement Agreement:**

- 1. The tenant will vacate the premises on July 31, 2014 and the landlord will obtain an Order of Possession effective on that date.**
- 2. The tenant agrees she owes rent of \$1975 (375+750+750 + 100 utilities) to July 31, 2014 and the landlord will receive a monetary order for this amount less the security deposit.**
- 3. This agreement settles all matters between the parties in respect to this tenancy until July 31, 2014.**

In evidence are two Notices to End Tenancy, the lease agreement, and a Notice to End Tenancy by the male tenant. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis**

**Order of Possession**

I find that the landlord is entitled to an Order of Possession pursuant to section 47 of the Act and the above noted agreement. An Order of Possession is issued effective July 31, 2014.

**Monetary Order**

I find that there are rental and utility arrears and loss in the amount of \$1935 representing rental and utility arrears and loss to July 31, 2014. I find the landlord may retain the security deposit to offset the amount owing.

**Conclusion:**

I find the landlord is entitled to an Order of Possession effective July 31, 2014 and a monetary order as calculated below. I find the landlord is entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent/utility arrears and loss to July 31, 2014	1975.00
Filing fee	50.00
Less security deposit (no interest 2014)	-400.00
Total Monetary Order to Landlord	1625.00

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: July 02, 2014

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Residential Tenancy Branch

