



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was sufficiently served on the Tenant by posting on May 27, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the tenant by mailing, by registered mail to where the tenant resides on June 27, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on February 1, 2012. The rent is \$900 per month payable on the first day of each month. The tenant paid a security deposit of \$450 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of July and August and the sum of \$1227.84 remains owing. The tenant(s) have remained in the rental unit.

Analysis

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent for the month(s) of July and August and the sum of \$1227.84 remains owing. I granted the landlord a monetary order in the sum of \$1227.84 plus the sum of \$50 in respect of the filing fee for a total of \$1277.84.

Security Deposit

I dismissed the claim to retain the security deposit with liberty to re-apply as the parties have worked out a payment schedule and they are attempting to re-instate the tenancy.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

Payment Settlement:

The tenant represented that she would make the following payments.

- a. \$100 on or before August 29, 2014
- b. \$100 on or before September 2, 2014
- c. \$900 (rent for September) on or before September 5, 2014
- d. \$900 (rent for October) on or before October 5, 2014
- e. \$600 on or before October 15, 2014
- f. \$900 (rent for November) on or before November 5, 2014
- g. \$200 on or before November 15, 2014
- h. \$277.84 being the balance owing on or before November 30, 2014
- i. \$900 (rent for December) on or before December 5.

The parties agree that if the tenant makes the payments as represented that landlord shall reinstate the tenancy and will not rely on the Order for Possession. However if the tenant fails to make any one of the payments the landlord shall be at liberty to enforce these orders and relay on the Order for Possession.

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: August 18, 2014

Residential Tenancy Branch

