



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Central Valley Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

Landlord's application: OPR; MNR; FF

Tenant's application: CNR

Introduction

This Hearing was convened to consider cross applications. The Landlord seeks An Order of Possession and a Monetary Order for unpaid rent; and to recover the cost of the filing fee from the Tenant.

The Tenant seeks to cancel the Notice to End Tenancy for Unpaid Rent issued July 16, 2014 (the "Notice").

The Landlord's agent and the Tenant gave affirmed testimony at the Hearing.

It was determined that the parties served each other with their respective Hearing packages and that the Landlord provided the Tenant with copies of its documentary evidence.

Issues to be Decided

- Should the Notice be cancelled?
- Is the Landlord entitled to an Order of Possession and a monetary award for unpaid rent?

Background and Evidence

On March 15, 2014, the parties signed a one year lease, a copy of which was provided in evidence. Monthly rent is \$975.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$487.50.

The Landlord served the Tenant with the Notice by posting it to his door on July 16, 2014. The Landlord's agent testified that the Tenant still owes rent in the amount of

\$1,760.00. The Tenant agreed that he owes rent as claimed, and stated that he would like to make arrangements to pay down the debt within 3 to 4 months.

The Landlord's agent asked for an Order of Possession. She also asked that the security deposit be applied towards unpaid rent.

Analysis

Section 26 of the Act requires tenants to pay rent when it is due. Section 46 of the Act provides that a landlord may end a tenancy if rent is not paid when it is due.

I explained to the Tenant that there was no reason under the Act for me to cancel the Notice. I find that it is a valid Notice and that the Tenant is overholding. Therefore, the Tenant's application is dismissed.

I find that the Landlord is entitled to an Order of Possession and a monetary award for unpaid rent. Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit in partial satisfaction of its monetary award.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the filing fee from the Tenant.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Unpaid rent	\$1,760.00
Recovery of filing fee	\$50.00
Less security deposit held by Landlord	- \$487.50
Total	\$1,322.50

Conclusion

The Tenant's application to cancel the Notice to End Tenancy issued July 16, 2014, is dismissed.

I hereby provide the Landlord with an Order of Possession **effective 2 days after service of the Order upon the Tenant**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,322.50** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: September 25, 2014

Residential Tenancy Branch

