



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0946401 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

Both parties attended the conference call hearing and provided their testimony. The tenant still resides in the unit. Both parties acknowledged that neither of them submitted document evidence.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on May 15, 2014. Rent in the amount of \$600.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$300.00. Since the outset of this tenancy the tenant failed to pay rent all rent and the landlord served the tenant with a notice to end tenancy for non-payment of rent which the parties agree was ultimately satisfied before the required time to do so. However, the tenant acknowledged they further have failed to pay all rent owed to date in the amount of \$900.00. The amount of the landlord's monetary claim is for the amount due to date.

This hearing does not have benefit of any document evidence and in particular a Notice to End Tenancy.

Analysis

Based on the testimony of both parties, I find that the tenant has not paid all of the outstanding rent to date which the parties agree is in the sum of \$900.00.

In the absence of evidence the landlord has served a valid Notice to End tenancy for unpaid rent, and that it remains valid, the landlord is not entitled to an Order of Possession, and the tenancy continues.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee, for a total entitlement of **\$950.00**.

Conclusion

The tenancy continues.

I grant the landlord an Order under Section 67 of the Act for the amount of **\$950.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 16, 2014

Residential Tenancy Branch

