



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, FF
MT, CNR, ERP, OLC, PSF, RP, SS, FF

Introduction

This hearing concerns 2 applications: i) by the landlord for an order of possession for unpaid rent / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee; and ii) by the tenant for more time to make an application to cancel a notice to end tenancy / cancellation of a notice to end tenancy for unpaid rent / an order instructing the landlord to make emergency repairs for health or safety reasons / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / an order instructing the landlord to provide services or facilities required by law / an order instructing the landlord to make repairs to the unit, site or property / permission to serve documents or evidence in a different way than required by the Act / and recovery of the filing fee.

Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the term of tenancy is from October 01, 2013, and continues for a period of "NOT LESS THAN 12 MONTHS" to September 30, 2014. The agreement provides that monthly rent of \$825.00 is due and payable in advance on the first day of each month. However, a monthly rent concession of \$69.00 was made available only for the term of the lease as a condition of entering into a 12 month lease. In the result, the monthly rent is \$756.00 (\$825.00 - \$69.00). A security deposit of \$412.50 was collected.

Arising from rent which was unpaid when due on August 01, 2014, pursuant to section 46 of the Act which addresses **Landlord's notice: non-payment of rent**, the landlord issued a 10 day notice to end tenancy dated August 12, 2014. The notice was served by way of posting on the unit door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is August 22, 2014. Subsequently, the tenant filed an application to dispute the notice on August 15, 2014, however, she has made no further payment toward rent, and she continues to reside in the unit.

Evidence before me from the tenant is limited to her application for dispute resolution and the notice of hearing. The tenant testified that she sent documentary evidence to the landlord and to the Branch on or about Wednesday, October 08, 2014 by way of Canada Post's "Xpresspost." However, there is such evidence before me, and the landlord testified that no documentary evidence has been received from the tenant.

The tenant testified that her evidence would support her claim that there is mold in the unit, and that the landlord has not adequately responded to her request that it be addressed. The landlord disputes the tenant's claim that no efforts have been made to determine whether a problem with mold exists, and claims that the tenant has declined offers made to relocate her to another unit.

Analysis

Based on testimony given by both parties, and documentary evidence submitted by the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated August 12, 2014. While the tenant filed an application to dispute the notice within the statutory 5 day period available, the tenant has not subsequently made any payment toward rent. Accordingly, I find that the landlord has established entitlement to an **order of possession**. During the hearing the landlord's agent requested that the order of possession be made effective October 31, 2014.

As to compensation, I find that the landlord has established a claim of **\$2,462.00**:

- \$756.00: *unpaid rent for August*
- \$25.00: *fee assessed for late payment of rent*
- \$756.00: *unpaid rent for September*
- \$25.00: *fee assessed for late payment of rent*
- \$825.00: *unpaid rent for October*
- \$25.00: *fee assessed for late payment of rent*
- \$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$412.50**, and I grant the landlord a **monetary order** for the balance owed of **\$2,036.50** (\$2,462.00 - \$425.50).

In the absence of any documentary evidence from the tenant, and in view of the imminent end to tenancy, all aspects of the tenant's application are hereby dismissed.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **October 31, 2014**. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,036.50**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court 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: October 15, 2014

Residential Tenancy Branch

