



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord seeking an Order of Possession based on the Ten-Day Notice to End Tenancy for Unpaid Rent dated September 22, 2014, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. All had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and make submissions during the hearing. I have considered all properly served evidence..

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for Unpaid Rent?

Is the landlord entitled to monetary compensation for rental arrears owed?

Background and Evidence

The tenancy began July 15, 2014. Rent is \$950.00 and security deposit was \$450.00.

The landlord testified that the tenant failed to pay \$950.00 rent for August 2014 and September 2014 and a Notice to End Tenancy was issued on September and served on the tenant by posting it on the door. Submitted into evidence was a copy of the Notice.

The landlord said the tenant failed to pay \$950.00 owed for October 2014 and \$950.00 for November 2014. The landlord seeks a Monetary Order and an Order of Possession.

The tenant acknowledged that the rent is in arrears, but testified that there were various unrepaired problems in the rental unit that affected their tenancy.

Analysis

Based on the testimony of both parties, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid all of the outstanding rent and

failed to dispute the Notice and is therefore conclusively presumed, under section 46(5) of the Act, to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the defences put forward by the tenant with respect to the circumstances that affected their ability to pay the rent, whether true or not, are not material considerations in the matter before me. Section 26 (1) of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement.

Based on the evidence and testimony, I find that the landlord has established a total monetary claim of \$3,850.00 comprised of \$950.00 rent for August, September, October and November 2014 plus the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim, leaving a balance due to the landlord in the amount of \$3,400.00.

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the landlord a monetary order under section 67 for \$3,400.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is successful in the application and is granted a monetary order and an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent. 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: November 10, 2014

Residential Tenancy Branch

