



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, CNR, FF

Introduction

This hearing was convened in response to two applications by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant applied for:

1. An Order cancelling two notices to end tenancy- Section 46.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed facts: The tenancy started on May 10, 2014. Rent of \$850.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$425.00 as a security deposit. On September 14, 2014 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid arrears of \$225.00 for August 2014 and \$850.00 for September 2014. The Tenant paid these amounts. On October 7, 2014 the Landlord served the Tenant with another 10 day notice for unpaid rent of \$550.00 (the "Notice"). The Tenant is short of money to pay the arrears, needs more time to pay the rent and requests

a cancellation of the Notice. The Landlord seeks an order of possession and a monetary order for unpaid rent.

Analysis

Section 46 of the Act provides that a tenant may, within 5 days after receiving a notice to end tenancy for unpaid rent, pay the overdue rent, in which case the notice has no effect, or dispute the notice by making an application for dispute resolution. Although the Tenant has disputed the Notice, based on the Tenant's evidence that the rental arrears have not been paid and as the reason for the non-payment is not exceptional, I find that the Notice is valid and that the Tenant is not entitled to a cancellation of the Notice. The Tenant's application is dismissed and I find that the Landlord is entitled to an order of possession.

Based on agreed facts on the amount of unpaid rent I find that the Landlord has substantiated an entitlement to \$1,400.00 in unpaid rent. As the Landlord's application has been successful I find that the Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of \$1,450.00. Deducting the security deposit of \$425.00 plus zero interest leaves \$1,025.00 owed by the Tenant to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service** 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.

I grant the Landlord an order under Section 67 of the Act for the amount of **\$1,025.00**. If necessary, this order may be 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: November 05, 2014

Residential Tenancy Branch

