



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OPR, MNR, MDSD & FF

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on October 4, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenants by mailing, by registered mail to where the tenants reside on November 22, 2014. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the 10 day Notice to End Tenancy?
- b. Whether the landlord is entitled to an Order for Possession?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- e. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The landlord testified that the tenancy began on August 15, 2014 although the tenants did not move into the rental unit until the later part of August. The landlord prepared a written tenancy agreement but the tenants did not sign it. The present rent is \$900 per month payable in advance on the first day of each month.

The landlord testified the payment of \$450 at the start of the tenancy was to cover the rent for the last two weeks of August. The tenant testified this was a security deposit. I prefer the evidence of the landlord to that of the tenant on this point as the tenant agreed with the landlord to make payments of \$100 per month for the security deposit. The landlord testified he does not hold any money for the security deposit.

The tenants failed to pay the rent for the months of October (\$200 is owed), November (\$900 is owed) and December (\$900 is owed) and the sum of \$2000 is outstanding. The tenants continue to live in the rental unit.

### Tenants' Application:

I dismissed the tenants' application to cancel the 10 day Notice to End Tenancy as the tenant acknowledged the rent is owed and there is no basis to cancel the Notice.

### Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenants' application to set aside the Notice to End Tenancy has been dismissed. Accordingly, I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

### Analysis - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent for the month(s) of October (\$200 is owed), November (\$900 is owed) and December (\$900 is owed) and the sum of \$2000 is outstanding. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. **I granted the landlord a monetary order in the sum of \$2000 plus the sum of \$50 in respect of the filing fee for a total of \$2050.**

Security Deposit

The tenants have not paid the landlord a security deposit. As a result no order will be made with respect to applying the security deposit to the outstanding rent.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: December 10, 2014

---

Residential Tenancy Branch

