



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding INTERCITY DEVELOPMENTS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

CNR, OPR, MNR, MNSD

### Introduction

This hearing was convened in response to applications by the landlords and the tenant.

The landlord's application is seeking orders as follows:

1. For an order of possession;
2. For a monetary order for unpaid rent;
3. To keep all or part of the security deposit; and
4. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on November 14, 2014.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Background and Evidence

The parties entered into a fixed term tenancy which began on January 20, 2012 and was to expire on January 31, 2013. The tenancy continued on a month to month basis thereafter. Rent in the amount of \$1,020.00 was payable on the first of each month. A security deposit of \$487.50 was paid by the tenant.

Based on the testimony of the parties, I find that the tenant was served with a notice to end tenancy for non-payment of rent on November 14, 2014. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The tenant acknowledged that the outstanding rent for November 2014, was not paid and they have not paid any rent for December 2014, due to personal circumstances.

The landlord seeks an order of possession and a monetary order to recover unpaid rent and late fees in the total amount of \$1,700.92.

### Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

Although the tenant disputed the notice to end tenancy within five days, I find the tenant's application had no merit as the tenant admitted rent was not paid.

Under section 26 of the Act, a tenant must pay rent when it is due under the tenancy agreement, unless the tenant has a right under the Act to deduct all or a portion of rent. In this case, the tenant had not authority under the Act to do so.

The tenant has not paid the outstanding. Therefore, the tenant's application to cancel the 10 Day Notice to End Tenancy for Unpaid Rent, issued on November 14, 2014, is dismissed.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of **\$1,750.92** comprised of unpaid rent, late fees and the **\$50.00** fee paid by the landlord for this application.

I order that the landlord retain the security deposit of **\$487.50** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1,263.42**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

### Conclusion

The tenant failed to pay rent. The tenant's application is dismissed.

The landlord is granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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 18, 2014

