



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Escort Investment Co. Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application 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 a Notice to End Tenancy - Section 46; and
2. An Order for repairs - Section 32.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. An Order to retain the security deposit –Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant 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 Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began in November 2013. Rent of \$1,700.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$850.00 as a security deposit from the Tenant. On November 5, 2014 the Tenant paid only \$500.00 towards November 2014 rent and on November 6, 2014 the Landlord served the Tenants in person with a 10 day notice to end tenancy for unpaid rent (the "Notice"). The Parties agree that the amount owing for November is \$1,200.00.

The Tenant CE states that she has moved out of the unit but that the other Tenant is still looking for another rental. The Tenant does not dispute that no rent has been paid for December 2014. The Landlord claims \$2,900.00 and agrees to an order of possession effective December 31, 2014.

Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent (the "Notice") the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. Although the Tenants have disputed the Notice, there is no evidence of any valid reason why rent has not been paid as required under the tenancy agreement. As such and based on the undisputed amount of rent unpaid for November 2014 I find that the Notice is valid and I dismiss the Tenants claim for a cancellation of the Notice. As the Tenant provided no evidence in relation to repairs to the unit and considering that the tenancy is ending shortly, I dismiss the claim for repairs. As the Notice is valid I find that the Landlord is entitled to an order of possession effective as agreed.

I also find that the Landlord has substantiated it's monetary claim to **\$2,900.00** in unpaid rent. The Landlord is entitled to recovery of the **\$50.00** filing fee for a total monetary amount of **\$2,950.00**. Setting the security deposit of **\$850.00** plus zero interest off the entitlement leaves **\$2,100.00** owed by the Tenant to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. on December 31, 2014.

I order that the Landlord retain the **deposit** and interest of \$850.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$2,100.00**. 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: December 11, 2014

Residential Tenancy Branch

