



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OP MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent. The tenants submitted an application to cancel a Notice to End Tenancy for unpaid rent and to claim other relief. The hearing was conducted by conference call. The landlord and the named tenant called in and participated in the hearing.

Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

Background and Evidence

This tenancy began on August 1, 2014. The rent is \$1,300.00 due in advance on the first day of each month. The tenants did not pay rent for December when it was due. On December 5 the landlord personally served the tenants with a Notice to End Tenancy for non-payment of rent. The tenants made two payments totalling \$700.00. The tenants gave the landlord a note saying that they agreed to move out of the rental unit by January 2nd if their rent was not paid in full. The landlord submitted a copy of a cheque from the tenants dated January 1, 2015 in the amount of \$2,000.00. The cheque could not be cashed and was returned NSF. The tenants claimed that they were getting some financial help from welfare, but the landlord has received no payments on behalf of the tenants. In their application filed on January 8, 2015, the tenants acknowledged that they have not paid the rent and applied for welfare assistance. The tenants accused the landlord of being rude and sending rude emails. The tenants did not submit any documentary evidence in support of their application.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent 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. The tenants filed their application to dispute the Notice to End Tenancy well outside of the allowed time and they did not provide evidence of any ground to cancel the Notice to End Tenancy. The tenants have not provided evidence to support a claim for any other item of relief and their application is dismissed without leave to reapply. The rent has not been paid.

Conclusion

Order of Possession - Based on the above background, evidence and analysis 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.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$1,900.00, being the outstanding rent for December and January, taking into account the payments made by the tenants. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,950.00 and I grant the landlord an order under section 67 for the balance due in the said amount. 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: January 30, 2015

Residential Tenancy Branch

