



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, CNR

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant has filed an application seeking to have the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities set aside. Both parties participated in the conference call hearing. Both parties confirmed receipt of each other's documentary evidence. Both parties gave affirmed evidence.

### Issues to be Decided

Is either party entitled to any of the above under the Act, regulation or tenancy agreement?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about February 15, 2014. Rent in the amount of 600.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$300.00. The tenant failed to pay rent in the month(s) of January and February and on February 5, 2015 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of March. The landlord stated that the tenant has paid

her agent in cash and has deposited the rent directly into her account. The landlord advised that as of today's hearing the amount of unpaid rent is \$1300.00.

The tenant gave the following testimony:

The tenant stated that he does not dispute the amount of unpaid rent. The tenant stated that he was willing to pay the rent but didn't know who to pay. The tenant stated that he has not ever met the subject landlord and that he has always dealt with the agent for the landlord. The tenant stated that he was upset that the subject owner demanded the rent in such a rude way and decided to file for dispute resolution to deal with the matter.

### Analysis

I accept the landlord's testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and although the tenant did apply for dispute resolution to dispute the notice; the tenant did not provide sufficient evidence to have the notice set aside. In the tenants own testimony he stated that he has deposited funds directly into the landlords account in the past and that he has not paid the outstanding balance. I find his explanation of not knowing who to pay the rent to be unfounded and I do not accept his version of the events. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. 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.

As for the monetary order, I find that the landlord has established a claim for \$1300.00 in unpaid rent. Although the landlord's application does not seek to retain the deposit, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the tenant's security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1000.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$1000.00. The landlord may retain the security deposit.

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: March 11, 2015

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Residential Tenancy Branch

