



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STAN KARON HOLDINGS INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

Tenant: MT, CNR

Landlord: OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing was convened in response to cross-applications by the respective parties pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

#### Tenant

1. More time to make this application, as the application was filed later than required by the Act - Section 66
2. To cancel the landlord's Notice to end for Unpaid Rent - Section 46

#### Landlord

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

Both parties attended the hearing and were given opportunity to present all relevant evidence and testimony in respect to their applications / claims and to make relevant prior submission to the hearing and fully participate in the conference call hearing. I accept the evidence the parties respectively received the Notice of Hearing and evidence of the other and both parties acknowledged they understood the applications. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

### *Preliminary matters*

The tenant has made their application later than required by the Act to dispute or cancel a Notice to End Tenancy. The tenant applied for *more time* to make their application to cancel the Notice to End Tenancy for Unpaid Rent which they state they received

February 24, 2015. The tenant testified that they visited several different offices in search of the appropriate office to make their application. They claim that by the time they completed their application and the respective fee waiver was approved they were late by one day. I accepted the tenant's application and the hearing proceeded on the merits of both applications.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Should the landlord's Notice to End be cancelled?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on November 15, 2009. Current rent in the amount of \$1340.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$650.00 which the landlord retains in trust. The evidence is that the tenant failed to pay rent for the month of August to November 2014 and January and February 2015 and on February 19, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent by registered mail which the tenant acknowledges receiving February 24, 2015. The tenant did not pay any of the rent in arrears within the 5 days prescribed by the Act to do so. The tenant further failed to pay rent in and for the month of March and April 2015.

The tenant offered the landlord to settle the matter of the arrears and the tenancy but the parties did not agree and the landlord confirmed they sought an order of possession and a monetary order.

The landlord confirmed that they do not have an agreement to support their claim for late fees respecting the late payment of rent.

### **Analysis**

Based on the evidence of both parties I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and despite their application to cancel the landlord's Notice they have not provided any valid evidence to support why the landlord's Notice should be cancelled. As a result, the tenant's application is **dismissed**.

Based on the above facts I find that the landlord is entitled to an **Order of Possession**. I also find that the landlord has established a monetary claim for unpaid rent. The landlord's claim for *late payment of rent fees* is dismissed. The landlord is entitled to recovery their \$100.00 filing fee. The security deposit will be off-set from the monetary award made herein.

*Calculation for Monetary Order*

Rental Arrears August to November 2014	5,360.00
Rental Arrears January to April 2015	5,360.00
Filing fee for the cost of this application	100.00
<i>Less Security Deposit - no applicable interest</i>	<i>-650.00</i>
<b>Total Monetary Award to landlord</b>	<b>10,170.00</b>

**Conclusion**

**I grant** an Order of Possession to the landlord **effective 2 days** from the day it is served on the tenant. The tenant must be served with this **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.

**I Order** that the landlord retain the security deposit and interest of \$650.00 in partial satisfaction of their claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$10,170.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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: April 07, 2015

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Residential Tenancy Branch

