



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MT, MNR, OPR

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were to be heard together; however the tenants agent has no evidence of having served the landlord with the tenants application for dispute resolution and notice of hearing, and the landlord has denied ever receiving it.

Therefore the tenant's application will be dismissed and I dealt solely with the landlord's application for dispute resolution.

Issue(s) to be Decided

The issues are whether or not the landlord has the right to an Order of Possession and whether or not the landlord has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

This tenancy began on May 1, 2014 with a monthly rent of \$600.00.

On April 2, 2015 the landlord personally served the tenant with a 10 day Notice to End Tenancy for nonpayment of rent for the month of April 2015.

The tenant's agent stated that the tenant attempted to pay the rent; however the landlord refused to accept it. The tenant's agent has provided no evidence in support of this claim and the landlord denies ever refusing to accept rent from the tenant.

At a later date, the tenant's agent also claims that the tenant again attempted to pay the rent for the months of April 2015 and May 2015 however the landlord was only willing to accept it for use and occupancy only and therefore the tenant refused to pay as he wanted it to be accepted as rent.

The landlord has testified that as of today's date there is \$600.00 rent outstanding for April 2015, \$600.00 rent outstanding for May 2015, for a total of \$1200.00 rent outstanding.

Landlord is therefore requesting an Order of Possession for as soon as possible and a monetary order for that outstanding rent.

Analysis

Although the tenant's agent claims that the landlord refused to accept rent, the landlord's agent has provided no evidence in support of that claim, and it is my finding that the tenants agent has not met the burden of proving that the landlord refused to accept the April 2015 rent.

Further, it is my finding that the tenant has been served with a valid 10 day Notice to End Tenancy and has failed to comply with that notice, and has failed to pay any further rent.

As stated above the tenants agent stated that the tenant refused to pay the rent for the months of April 2015, and May 2015 because the landlord was only willing to accept it for use and occupancy only; however since a Notice to End Tenancy had already been served on the tenant, and the end of tenancy date was already past, the landlord did have the right to accept rent for use and occupancy only.

It is my decision therefore that the landlord has the right to an Order of Possession, and an Order for the outstanding rent for the months of April 2015 and May 2015.

Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenant.

I have issued a Monetary Order for the tenant to pay \$1200.00 to the landlord.

The tenant's application for dispute resolution is dismissed in full without leave to reapply.

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: May 19, 2015

Residential Tenancy Branch

