



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      OPR, MNR, MNSD, FF, CNR

### Introduction

This hearing dealt with cross applications. The landlord is seeking an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant is seeking an order 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 that they exchanged and received each other's 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 April 15, 2015. Rent in the amount of \$700.00 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 \$350.00. The tenant failed to pay rent in the month(s) of May and May 14, 2015 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of June.

The tenant gave the following testimony:

The tenant stated that she had to use her rent money for an emergency personal matter in Toronto. The tenant stated she had every intention to pay the landlord back but was upset by the way he dealt with this 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 she did apply for dispute resolution she has not provided any evidence to have the notice set aside. In the tenants own testimony she stated "I refuse to pay him". 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 \$1400.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$350.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1100.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The tenant has not been successful in her application.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$1100.00. The landlord may retain the security deposit.

The tenants' application is dismissed.

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: June 30, 2015

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Residential Tenancy Branch

