



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Atira Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF, CNR, MNDC

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 has filed an application seeking to have a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities set aside, and a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties participated in the conference call hearing. The parties confirmed that they had exchanged and received each other's evidence. Based on the testimony of the parties, I am satisfied that all documentation has been exchanged in accordance with the service provisions of the Act and the Rules of Procedure.

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 October 1, 2010. Rent in the amount of 958.00 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 \$440.73. The tenant failed to pay rent in the month(s) of May and May 13, 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 landlord stated that he seeks a monetary order for the \$1276.00 of unpaid rent as of today's date and an order of possession.

The tenant gave the following testimony:

The tenant stated that the landlord refused to receive payment from him. The tenant stated that BC Housing made attempts to pay the landlord but he refused so that they can "kick me out". The tenant stated that he is seeking \$5000.00 for illegal entry into his unit, unauthorized use of his electricity and computer, and numerous break ins into his suite.

Analysis

Firstly, I will deal with the tenants' application. The tenant stated "I have all the evidence to prove my case", but did not submit any for this hearing. Based on the absence of any supporting documentation, the tenant has not been able to satisfy me of his claim and accordingly; I dismiss the tenants' application in its entirety.

Now dealing with the landlords claim; 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 they have not submitted sufficient evidence to have the notice set aside. 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 \$1276.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$440.73 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$885.27. 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 \$885.27. 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: June 29, 2015

Residential Tenancy Branch

