



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNR, MNSD, FF

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 heard together.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, a request for a monetary order for outstanding rent, and a request for recovery of the filing fee.

The tenant's application is a request to cancel the Notice to End Tenancy that was given for nonpayment of rent.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issues are whether or not to cancel or uphold a Notice to End Tenancy that was given for nonpayment of rent, and whether or not the landlord has established a monetary claim against the tenant, and if so in what amount.

Background and Evidence

This tenancy began on January 1, 2012 with the monthly rent of \$1100.00.

On May 4, 2015 the tenant was personally served with a 10 day Notice to End Tenancy for nonpayment of rent in the amount of \$1680.00.

The landlord testified that as of today's date there is a total of \$2030.00 in rent outstanding as follows:

January 2015 rent outstanding	\$280.00
February 2015 rent outstanding	\$350.00
March 2015 rent outstanding	\$350.00
April 2015 rent outstanding	\$350.00
May 2015 rent outstanding	\$350.00
June 2015 rent outstanding	\$350.00
Total	\$2030.00

The landlord further stated that he had been willing to work with the tenant and accept payments to catch up on the rent, however nothing extra has been paid and the tenant continues to fall further behind on the rent every month.

The landlord is therefore requesting an Order of Possession for as soon as possible and a monetary order for the outstanding rent of \$2030.00 plus the \$50.00 filing fee for a total of \$2080.00.

The tenant testified that he has fallen behind on the rent in the amount stated by the landlord and, although he would like to work something out to stay in the rental unit, he does not know how he can pay off this outstanding rent.

Analysis

Section 46 of the Residential Tenancy Act states:

46 (1) A landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

In this case a substantial amount of rent is past due and therefore since the tenant has been served with a valid 10 day Notice to End Tenancy and has failed to comply with that notice, it is my finding that the landlord has the right to an Order of Possession.

Further, as the tenant has admitted that he owes the full amount of rent claimed by the landlord I allow the landlords claim for that outstanding rent.

I also allow the landlords request for recovery of the \$50.00 filing fee.

Conclusion

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

I have allow the landlords full monetary claim of \$2080.00 and I therefore order that the landlord may retain the full security deposit of \$550.00 and I have issued a monetary order in the amount of \$1530.00.

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 18, 2015

Residential Tenancy Branch

