



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC OPR CNC FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order of Possession pursuant to Sections 46 or 47, and 55 for unpaid rent or cause; and
- b) An order to recover the filing fee pursuant to Section 72.

This hearing also dealt with an application by the tenant pursuant to the Act for orders as follows:

- c) To cancel Notices to End Tenancy for unpaid rent and for cause.

SERVICE:

Both parties attended and the tenant agreed he received both Notices to end Tenancy dated May 29, 2015 posted on his door and the Application for Dispute Resolution personally. The landlord agreed he personally received the tenant's Application for Dispute Resolution. I find that the parties were legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued two Notices to End Tenancy dated May 29, 2015, one for unpaid rent and the other for cause. Has the landlord proved on the balance of probabilities that there is good cause to end this tenancy and obtain an Order of Possession? Has the landlord proved that rent is owed and the amount and are they entitled to retain the security deposit to offset the amount owing and to recover the filing fee?

Or is the tenant entitled to any relief?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced May

2014, rent is currently \$615 a month and a security deposit of \$300 was paid. It is undisputed that the tenant owes \$615 rent for May, June and July 2015.

The tenant said he had attempted to pay the rent when the Notice to End Tenancy was served in May 2015 but the landlord would not accept it. He said the landlord was upset because he reported an illegal suite; the landlord has heart problems and became very agitated and the Police were called. He said he showed the Police the money he had to pay the rent and they said that he would have to solve it with the landlord. The landlord said there was no attempt to pay the rent; the tenant came with a notebook concerning a previous landlord. They said they had called the Police before when the tenant was banging on the wall and causing disruptions in the middle of the night.

The tenant said he had talked with the landlord recently and agreed to move out; he knows the landlord has health issues and he has no independent evidence of his attempts to pay rent. The landlord said the tenant had previously applied the security deposit to rent but the tenant disagreed. Neither party had any objective evidence of the alleged payments.

After discussion, the parties agreed to settle on the following terms and conditions;

Settlement Agreement:

- 1. The tenant will vacate on August 2, 2015 and the landlord will obtain an Order of Possession effective on that date.**
- 2. The landlord will receive a monetary order for 3 months outstanding rent for May, June and July 2015 plus the filing fee less the security deposit.**
- 3. This settles all matters between the parties to this date.**

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

Only the Notice to End Tenancy for unpaid rent was considered and was successful. Based on the above noted settlement agreement, I find that the landlord is entitled to an Order of Possession effective August 2, 2015 and a monetary order as calculated below. I find there are rental arrears of \$1845 from May 1, 2015 to July 31, 2015.

Conclusion:

I find the landlord is entitled to an Order of Possession effective August 2, 2015 and to a monetary order as calculated below. I find the landlord is entitled to retain the security

deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears (3x\$615)	1845.00
Filing fee	50.00
Less security deposit (no interest 2014-15)	-300.00
Total Monetary Order to Landlord	1595.00

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: July 22, 2015

Residential Tenancy Branch

