



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MDSD & FF

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on May 27, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was personally served on the landlord on May 20, 2015. I find that the Application for Dispute Resolution/Notice of Hearing filed by the landlord was personally served on the Tenant on May 27, 2015. With respect to each of the claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated May 12, 2015?
- b. Whether the tenant is entitled to an order cancelling the two month Notice to End Tenancy?
- c. Whether the landlord is entitled to an Order for Possession?
- d. Whether the landlord is entitled to A Monetary Order and if so how much?

- e. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- f. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into an oral tenancy agreement that provided that the tenancy would start on January 1, 2015. The rent is \$800 per month payable on the first day of each month. The tenant paid a security deposit of \$400 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of May 2015 (\$240 is owed), June 2015 (\$800 is owed) and July 2015 (\$258 is owed for the period July 1, 2015 to July 10, 2015) and the sum of \$1298 remains owing. The tenant(s) have remained in the rental unit.

### Tenant's Application:

I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy. The tenant failed to pay the rent. The Notice is valid. There is no basis for cancelling the Notice.

I dismissed the tenant's application to cancel a 2 month notice. The landlord orally told the tenant he wanted to use the premises for his own purposes but he did not give a formal 2 month Notice to End Tenancy of any sort.

### Landlord's Application:

### Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant's application to set aside the Notice to End Tenancy has been dismissed. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. **Accordingly, I granted the landlord an Order for Possession on 2 days notice.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of May 2015 (\$240 is owed), June 2015 (\$800 is owed) and July 2015 (\$258 is owed for the period July 1, 2015 to July 10, 2015) and the sum of \$1298 remains owing. I granted the landlord a monetary order in the sum of \$1298 plus the sum of \$50 in respect of the filing fee for a total of \$1348.

Security Deposit:

**I determined the security deposit plus interest totals the sum of \$400. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$948.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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 07, 2015

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Residential Tenancy Branch

