



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, OPC, FF, AAT CNR, LRE, MNDC

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant also filed an application seeking an order to allow the tenant access to the unit or site for the tenant or the tenants guests, an order to suspend or set conditions on the landlords right to access the unit, an order to have a notice to end tenancy set aside, and a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Preliminary Issues

Both parties stated that the tenancy has ended. Both parties advised that as of today's hearing they each seek a monetary order and that they have each abandoned the balance of their applications. I proceed with the hearing on the basis.

Issues to be Decided

Is either party entitled to a monetary order?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about May 1, 2015 and ended on October 17, 2015. Rent in the amount of \$900.00 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 \$450.00. The tenant failed to pay rent in the month(s) of August and August 4, 2015 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of September and October.

The landlord stated that as of today's hearing the amount of unpaid rent is \$2700.00. The landlord stated that the rent has always been \$900.00. The landlord stated that they always accepted cash payments from the tenants but the tenants decided to stop paying him because of this hearing. The landlord stated that he made an offer to the tenants that he would waive August's rent and return their deposit if they left within 48 hours, which they chose not to accept.

The tenants gave the following testimony:

The tenants stated that the landlord waived the August rent as he had been overcharging them \$100.00 per month. The tenants stated that they wanted to pay the rent for August and September but the landlord would only accept cash. The tenants stated they wanted to pay in a form that was traceable due to the outstanding issues between them. The tenant is seeking the return of her \$450.00 security deposit.

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 they did apply for dispute resolution to dispute the notice they have not provided any evidence to dispute the landlords claim. In fact, in the tenants own testimony she acknowledged and confirmed that she did not pay any rent for August, September or October. Based on the above I find that the landlord is entitled to the amount as claimed of \$2700.00

As for the monetary order, I find that the landlord has established a claim for \$2700.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$450.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2300.00. 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 a monetary order for \$2300.00. 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: October 20, 2015

Residential Tenancy Branch

