



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF, CNR, MNDC

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord. 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 \$4200.00, and a request for recovery of the \$50.00 filing fee.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for nonpayment of rent, a request for a monetary order for \$5000.00, and a request for recovery of the \$50.00 filing fee.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the tenant has put on her application. For claims to be combined on an application they must related.

Not all the claims on the tenant's application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with tenants request to cancel a Notice to End Tenancy for nonpayment of rent, and the request for recovery of her filing fee, and I dismiss the tenants remaining claims with liberty to re-apply.

I will also deal with the landlords request for an Order of Possession based on a Notice to End Tenancy, the landlords claim for outstanding rent, and the landlords request for recovery of his filing fee.

Some 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.

Both parties were affirmed.

Background and Evidence

This tenancy began on April 1, 2011 with a monthly rent of \$1400.00 due on first of each month.

The landlord testified that the tenant has failed to pay any rent for the months of August 2015, September 2015, and October 2015.

The landlord also testified that he personally posted a 10 day Notice to End Tenancy on the tenant's door on August 8, 2015, and that the tenant has failed to comply with that notice, and has failed to pay any further rent.

The landlord is therefore requesting an Order of Possession for as soon as possible, and a monetary order for the outstanding rent totaling \$4200.00.

The tenant testified that she has not paid the rent for the months of August 2000 15 September 2015, and October 2015; however she claims that she has the rent and the problem is the landlord has not come to collect it.

The tenant further testified that the landlord wanted her to deposit the rent in his bank account; however she did not want to do that that as she would have no proof of having paid the rent.

The tenant further testified that she has asked the landlord to meet her to collect the rent that he refuses to do so.

In response to the tenants testimony the landlord testified that the tenant has not attempted to pay the rent, nor as she offered to meet him to pay the rent. If she has the rent as she claims, he is fully willing to go over and meet her today to collect it.

Analysis

The tenant claims to have attempted to pay the rent, however she has provided no evidence in support of that claim, and I therefore will not cancel the Notice to End Tenancy.

In the absence of any evidence of the tenant having attempted to pay the rent it is my finding that the landlord does have the right to an Order of Possession and a monetary order for outstanding rent totaling \$4200.00.

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

Conclusion

The tenant's application to cancel a Notice to End Tenancy and request for recovery of her filing fee is dismissed without leave to reapply.

As stated above the tenants monetary claim is dismissed with leave to reapply.

Pursuant to section 55 of the Residential Tenancy Act, I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant.

Pursuant to section 67 of the Residential Tenancy Residential Tenancy Act, I have issued a Monetary Order for the tenant to pay \$4250.00 to the landlord.

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

