



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD, OPR, OPB

Introduction

This is an application brought by the Landlord requesting an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, requesting a Monetary Order in the amount of \$2015.00, requesting recovery of the \$50.00 filing fee, and requesting an Order to keep the full security deposit of \$500.00 towards the claim.

Some documentary evidence and written arguments have 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 the applicant has established the right to an Order of Possession, and whether or not the applicant has established a monetary claim against the respondent, and if so in what amount.

Background and Evidence

This tenancy began on August 15, 2015 with a monthly rent of \$1000.00, due on the 1st and 15th of the month.

A security deposit of \$500.00 was paid on August 15, 2015, and a pet deposit of \$500.00 was paid on August 15, 2015.

The landlord testified that the tenant failed to pay the full September 2015 rent and as a result the landlord served a 10 day Notice to End Tenancy on the tenant, by personal service, on September 3, 2015.

The landlord further testified that, as of today's date, there is a total of \$1215.00 in rent outstanding.

The landlord is therefore requesting an Order of Possession for as soon as possible, and a Monetary Order for the outstanding rent.

The tenant testified that although she does believe she owes approximately \$1000.00 in rent, she does not believe she owes the full amount claimed by the landlord, as there is a discrepancy over money paid for propane and for a broken window.

Analysis

Since the tenant is admitting that there still a substantial amount of rent outstanding it is my decision that the landlord does have the right to an Order of Possession, as a valid 10 day Notice to End Tenancy was served on the tenant and the tenant has filed no dispute of that notice.

It is my decision however that I am going to dismiss with leave to reapply the monetary portion of the landlords claim, because the landlord has failed to submit the Monetary

Order worksheet required to be submitted with a monetary claim. Rather than submit the Monetary Order worksheet, the landlord hand wrote some documents and photocopied them over top of the monetary worksheet however it's my finding that that information is very unclear and difficult to follow, and therefore I believe it's unreasonable to proceed with a monetary claim against the tenant when the information is so unclear.

I will however Order recovery of the landlord's \$50.00 filing fee, as I have issued an Order of Possession in favor of the landlord.

Conclusion

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

I have issued a Monetary Order in the amount of \$50.00 for recovery of the filing fee paid.

The remainder landlord's monetary claim is dismissed in full with leave to reapply.

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 21, 2015

Residential Tenancy Branch

