



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on November 27, 2015 for:

1. An Order cancelling a notice to end tenancy - Section 46.

The Landlord applied on December 29, 2015 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent?

### Background and Evidence

The following are undisputed facts: The tenancy started on September 1, 2015. Rent of \$1,100.00 is payable monthly on the first day of each month. At the outset of the

tenancy the Landlord collected \$500.00 as a security deposit. The Tenant owed rental arrears of \$350.00 and failed to pay rent for November 2015. On November 25, 2015 the Landlord served the Tenant with a 10 day notice for unpaid rent (the "Notice") by posting the Notice on the door. The Notice, on a Residential Tenancy form, is signed and dated, sets out the address of the rental unit, states the effective date as December 7, 2015, and sets out the total amount of \$1,450.00 rent owed as of November 1, 2015. Although the Tenant disputed the Notice the Tenant did not pay the rent as indicated on the Notice. The Tenant further failed to pay rent for December 2015 and January 2016. The Tenant has not moved out of the unit.

No evidence was provided by either Party in relation to the Landlord's claim for cable movie charges.

### Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Based on the undisputed facts I find that the Tenant has not substantiated any basis to dispute the Notice. I therefore dismiss the Tenant's application and find the Landlord entitled to an **order of possession effective 1:00 p.m. on January 31, 2016**. The Landlord is also entitled to unpaid rent of **\$3,650.00** to and including rent for January 2016. As the Landlord's application has been successful I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$3,700.00**. Deducting the security deposit of **\$500.00** plus zero interest leaves **\$3,200.00** owed by the Tenant to the Landlord.

As the Landlord did not provide any evidence in relation to the claim for movie charges, and considering that this may have been inadvertent on the part of the Landlord, I dismiss this claim with leave to reapply.

Conclusion

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. on January 31, 2016,

**I order** that the Landlord retain the **deposit** and interest of \$500.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$3,200.00**. If necessary, this order may be filed in the Small Claims 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: January 21, 2016

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Residential Tenancy Branch

