



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kandola Ventures Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Tenant's application: CNC, MNDC, MNSD, FF

Landlord's application: OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with applications by the tenant and the landlord. The hearing was conducted as an in-person hearing at the Residential Tenancy Branch office in Burnaby. The tenant and the landlord's named representatives attended the hearing. The tenant's friend attended as a support, but did not participate in the hearing. The tenant applied to cancel a Notice to End Tenancy for unpaid rent and a Notice to End Tenancy for cause. She also requested a monetary award in the amount of her security deposit. The landlord applied for an order for possession and a monetary order for unpaid rent. The landlord did not make a claim for an order related to the one month Notice to End Tenancy for cause and I have not addressed the one month Notice in these reasons.

Issue(s) to be Decided

Should the Notice to End Tenancy for unpaid rent dated February 3, 2016 be canceled?
Is the landlord entitled to an order for possession pursuant to the Notice?
Is the landlord entitled to a monetary award and if so, in what amount?
Is the tenant entitled to a monetary award in the amount of her deposit?

Background and Evidence

The rental unit is an apartment in Surrey. The tenancy began on June 15, 2015 for a one year term with monthly rent of \$820.00 payable on the first of each month. The tenants paid a \$410.00 security deposit at the start of the tenancy. The tenant, B.S.

moved out of the rental unit at the end of July, 2015 and the tenancy continued with J.W. as the sole tenant.

The tenant acquired pet cats with the permission of the landlord and she paid a \$410.00 pet deposit by installments. The full deposit was received in October, 2015.

The landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent in January, 2016. The rent for January was later paid by the tenant.

The tenant did not pay the rent for February when it was due. On February 3, 2016 the landlord's agent served the tenant with a 10 day Notice to End Tenancy by posting it to the door of the rental unit. The Notice was dated February 3, 2016 and it was given because rent in the amount of \$820.00 was not paid for February. The tenant filed an application to dispute the Notice to End Tenancy as well as a Notice to End Tenancy for cause dated January 28, 2016.

The tenant acknowledged at the hearing that she has not paid the rent due for February or for March.

Analysis

The tenant did not present any valid reason that would justify withholding rent. I find that the tenant does not have grounds to dispute the Notice to End Tenancy for unpaid rent and I therefore dismiss the tenant's application to cancel the Notice to End Tenancy without leave to reapply. The landlord is entitled to an order for possession effective two days after service on the tenant.

The landlord is also entitled to a monetary award for unpaid rent for February and March in the amount of \$1,640.00. The landlord is entitled to recover the \$100.00 filing fee for its application for a total award of \$1,740.00. The tenant has requested the return of her security deposit and pet deposits, but the deposits will be applied in partial satisfaction of the monetary award in favour of the landlord. I order that the landlord retain the deposits of \$820.00 in partial satisfaction of the monetary award and I grant the landlord an order under section 67 for the balance of \$920.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The tenant's application has been dismissed. The landlord has been granted an order for possession and a monetary order in the amount of \$920.00.

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: March 31, 2016

Residential Tenancy Branch