



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, requesting a Monetary Order for outstanding rent, requesting recovery of the filing fee, and requesting an Order to retain the full security deposit 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.
- Whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on August 1, 2015 with a monthly rent of \$875.00.

Parties also agree that the tenant has paid a security deposit of \$437.50.

The landlord testified that the tenant had fallen behind on the rent and therefore on March 10, 2016 the tenant was personally served with a 10 day Notice to End Tenancy for nonpayment of rent.

The landlord further testified that the tenant failed to comply with the ten-day Notice to End Tenancy, and there is presently still \$875.00 in rent outstanding.

The landlord therefore stated that he is requesting an Order of Possession for as soon as possible, and an Order to retain the full security deposit towards the outstanding rent.

The landlord further testified that he will abandon his claim towards the remainder of the outstanding rent and his filing fee as he knows that the tenant is unable to pay it.

The tenant testified that she did receive the ten-day Notice to End Tenancy from the landlord and she does agree that there is still \$875.00 in rent outstanding.

The tenant further stated that she is willing to pay \$450.00 to the landlord right away, and is willing to move, however she would like to stay until the end of May 2016.

Analysis

It is my finding that the landlord has shown that the tenant was served with a valid 10 day Notice to End Tenancy for nonpayment of rent and that the tenant has failed to comply with that notice or to pay the outstanding rent.

It is my decision therefore that the landlord does have the right to an Order of Possession.

Further, since the tenant admits that there is presently a total of \$875.00 in rent outstanding, I allow the landlords claim for outstanding rent and pursuant to section 72 of the Residential Tenancy Act the landlord may retain the full security deposit towards the claim.

I also allow the landlords claim for recovery of the \$100.00 filing fee.

Conclusion

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

Pursuant to section 67 of the Residential Tenancy Act I have allow the landlords full claim of \$975.00 and I therefore Order that the landlord may retain the full security deposit of \$437.50 towards that outstanding amount.

As stated previously the landlord has abandoned the remainder of the financial claim against the tenant and I therefore have not issued any Monetary Order.

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: April 14, 2016

Residential Tenancy Branch