



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, CNR, ERP, RP, OLC, DRI

Introduction

This hearing dealt with the cross applications pursuant to the *Residential Tenancy Act* (the *Act*), the landlord applied for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;

The tenant applied for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to the landlord to conduct emergency repairs to the rental unit pursuant to section 33;
- an order regarding a disputed rent increase pursuant to section 43.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent?

Should the landlord's 10 Day Notice be cancelled?

Is the tenant entitled to an order to have the landlord conduct repairs?

Is the tenant entitled to an order to have the landlord conduct emergency repairs?

Is the tenant entitled to an order to have the landlord comply with the Act, regulation or tenancy agreement?

Is the rent increase in accordance with the regulations?

Background and Evidence

The landlords' agent gave the following testimony. The tenancy began on or about March 7, 2016. Rent in the amount of \$1375.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$687.50. The tenant failed to pay rent in the month(s) of November and on November 3, 2016 the landlord served the tenant with a notice to end tenancy. The landlords' agent advised that the tenant made a partial payment of \$1000.00 on November 24, 2016 for which a receipt was issued and was informed that the tenancy was not re-instated and that the landlord will still be pursuing an order of possession and a monetary order for the unpaid amount of \$375.00.

The tenant gave the following testimony. The tenant testified that she is fully able and willing to pay the outstanding amount of rent for November on December 5, 2016 and December's rent on December 7, 2016. The tenant testified that she would like to continue with the tenancy.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties not all details of the respective submissions and arguments are reproduced here. My findings around each application are set out below.

I accept the landlord's undisputed testimony as **the tenant agreed with the unpaid rent and remaining balance.** I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and although she did apply for dispute resolution to dispute the notice the tenant has not provided sufficient evidence to have the notice set aside. Based on the above facts I find that the landlord is entitled to an order of possession pursuant to Section 55 of the Act. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenants continue to owe the landlord unpaid rent. Although the landlord has not applied to retain the security deposit, using the offsetting provision under Section 72 of the Act, I hereby apply \$375.00 of the security deposit against the amount of unpaid rent in full satisfaction of that claim.

As I have found that this tenancy is at an end and that the notice is of full effect and force, I hereby dismiss the remainder of the tenants' application.

Conclusion

The landlord is granted an order of possession and to retain \$375.00 from the security deposit.

The tenants application is dismissed in its entirety.

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: November 30, 2016

Residential Tenancy Branch