



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CYCLONE HOLDINGS  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### Introduction

This hearing dealt with the landlords and the tenants' application 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;
- authorization to retain all or a portion of the tenants' pet damage and security deposits (the deposits) in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

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;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;

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. The parties acknowledged receipt of evidence submitted by the other.

### 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?

Is the landlord entitled to retain all or a portion of the tenants' deposits in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Is the tenant entitled to have the 10 Day Notice to End Tenancy set aside?  
 Is the tenant entitled to have the 1 month Notice to End Tenancy set aside?

### Background and Evidence

The tenancy began on or about May 9, 2016. Rent in the amount of \$905.00 is payable in advance on the first day of each month. At the outset of the tenancy the tenant posted a \$200.00 security deposit and a \$375.00 pet deposit. The tenant failed to pay rent in the month(s) of January and on January 2, 2017 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of February. The landlord advised that the tenant made a payment of \$880.00 on January 27, 2017 and was given a receipt "for use and occupancy only". The landlord advised that as of today's hearing the amount of unpaid rent is \$905.00.

The landlord is seeking the following

<b>Item</b>	<b>Amount</b>
Unpaid Rent	\$905.00
Less Security Deposit	-200.00
Less Pet Deposit	-375.00
Recovery of Filing Fee for this Application	100.00
<b>Total Monetary Order</b>	<b>\$430.00</b>

The tenant gave the following testimony. The tenant testified that Employment Insurance made several errors in her work hours and has delayed her cheques. The tenant testified that she has made numerous calls to head office in attempts to correct the issue. The tenant testified that she is willing to pay \$300.00 today if the landlord allows her to stay. The tenant testified that she does not dispute the testimony and documentation of the landlord.

### Analysis

The tenant failed to pay their rent in full within five days of being deemed to have received the 10 Day Notices. The tenant has made application to dispute the notice but has not provided sufficient evidence to have it set aside. In the tenants own sworn testimony she confirmed the landlords testimony and evidence.

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenants continue to owe the landlord unpaid rent. 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.

As for the monetary order, I find that the landlord has established a claim for \$905.00 in unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee. I order that the landlord retain the \$200.00 security deposit and the \$375.00 pet deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$430.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

As I have found that the tenancy is ended, I need not consider the One Month Notice to End Tenancy for Cause.

### Conclusion

The tenants' application is dismissed. The landlord is granted an order of possession and a monetary order for \$430.00. The landlord may retain the security and pet deposit.

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: February 02, 2017

---

Residential Tenancy Branch