



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, ERP, LRE, OLC, RP
FFL, MNDCL-S, MNRL-S, OPC, OPR

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the 10 day Notice to End Tenancy dated June 2, 2018
- b. An order to cancel the one month Notice to End Tenancy dated May 14, 2018.
- c. An order for emergency repairs
- d. An order suspending or setting conditions on the landlord's right to enter the rental unit.
- e. An order that the landlord comply with the Act, regulation and/or the tenancy agreement
- f. An order that the landlord make repairs.

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession
- b. A monetary order in the sum of \$1338.48 for unpaid rent and damages
- c. An order to retain the security deposit
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the one month Notice to End Tenancy was served on the Tenant by posting on May 14, 2018. I find that the 10 day Notice to End Tenancy was personally served on the Tenant on June 2, 2018. Further I find that the Application for Dispute

Resolution and Notice of Dispute Resolution Hearing filed by each party was sufficiently served on the other. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated June 2, 2018?
- b. Whether the Tenant is entitled to an order cancelling the one month Notice to End Tenancy dated May 14, 2018?
- c. Whether the tenant is entitled to an order for repairs or emergency repairs?
- d. Whether the tenant is entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit?
- e. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation and/or the tenancy agreement?
- f. Whether the landlord is entitled to an Order for Possession?
- g. Whether the landlord is entitled to A Monetary Order and if so how much?
- h. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- i. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a 6 month written tenancy agreement that provided that the tenancy would start on March 1, 2018 and end on August 31, 2018. The rent is \$600 per month payable on the first day of each month. The tenant paid a security deposit of \$300 at the start of the tenancy.

The tenant was late in paying the rent for May and did not pay the final \$200 until May 24, 2018.

The tenant(s) failed to pay the rent for the months of June and July. The tenant testified on several occasions he attempted to pay the rent for June but the landlord would not answer the door.

The landlord disputes this. The landlord testified the Tenant never attempted to pay the rent for June. She submitted some text messages from the Tenant that states his pay day had been changed and he would not be able to pay the rent until the 7th of June. The landlord responded saying that she required the rent to be paid in accordance with the tenancy agreement.

The tenant(s) continues to reside in the rental unit.

Tenant's Application to Cancel the 10 day Notice to End Tenancy:

After carefully considering all of the evidence I determined the landlord has established sufficient cause to end the tenancy. Rent is owed for June (\$600) and July (\$600) totaling \$1200. The landlord used the approved form. I determined the tenant failed to prove that he attempted to tender the rent for June within the 5 days that would void the Notice to End Tenancy. The tenant failed to present evidence as to when he had sufficient money to pay the full rent within that 5 day period and failed to present sufficient efforts to prove he attempted to make the payment. As a result I dismissed the Tenant's application to cancel the 10 day Notice to End Tenancy. The tenancy shall end.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. There is outstanding rent. The landlord used the approved form. As a result I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

I dismissed the Tenant's application to cancel the one month Notice to End Tenancy as that matter is moot given that an Order of Possession has been granted. I also dismissed the Tenant's application for emergency repairs, to limit or restrict the landlord's right of enter, a repair order and an order that the landlord comply with Act, Regulations and/or tenancy agreement as the tenancy is coming to an end.

Landlord's Application - Order of Possession:

For the reasons set out above I determined the landlord was entitled to an Order for Possession. .

Landlord's Application for a Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of June 2018 and July 2018 and the sum of \$1200 remains outstanding. In addition I determined the landlord is entitled to \$8.50 for the tenant's share of gas for May and \$29.98 for the Tenant's share of gas and electric for June 2018 for a total of \$38.48.

I granted the landlord a monetary order in the sum of \$1238.48 plus the sum of \$100 in respect of the filing fee for a total of \$1338.48.

Security Deposit:

I determined the security deposit totals the sum of \$300. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1038.48. .

Conclusion:

I dismissed the Tenant's application to cancel the 10 day Notice to End Tenancy and I granted an Order of Possession. I dismissed the balance of the Tenant's application as those claims are moot as the tenancy is coming to an end. I ordered that the landlord shall retain the security deposit of \$300. In addition I ordered that the Tenant pay to the Landlord the sum of \$1038.48.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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: July 15, 2018

Residential Tenancy Branch