



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNRL-S-OPR, CNR

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel a 10 day Notice to End Tenancy dated July 3, 2018.

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

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$2390 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 both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. I ordered the Application for Dispute Resolution of the landlord be amended to include a claim for non-payment of the rent for August 2018. 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 10 day Notice to End Tenancy was served on the Tenant by posting on July 3, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by the Tenant was personally an agent for the landlord on July 9, 2018. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by the landlord was personally served on the Tenant on July 25, 2018.

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 July 3, 2018?
- b. Whether the landlord is entitled to an Order for Possession?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- e. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on December 1, 2017. The rent is \$1350 per month payable on the first day of each month. The tenant paid a security deposit of \$675 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of June 2018, July 2018 and August 2018 and the sum of \$3740 remains outstanding (after deducting a \$310 payment). The tenant(s) continues to reside in the rental unit.

Tenant's Application:

I determined there was no basis for an order to cancel the 10 day Notice to End Tenancy. The Tenant failed to pay the rent for June, July and August 2018 and \$3740 remains outstanding. The landlord used the approved government form. 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. As a result I granted the landlord an Order for Possession effective August 18, 2018 as this was the date the parties agreed to.

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.

Landlord's Application - Order of Possession:

For the reasons set out above I granted an Order of Possession on 2 days notice.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of June 2018, July 2018 and August 2018 and the sum of \$3740 remains outstanding. I granted the landlord a monetary order in the sum of \$3740 plus the sum of \$100 in respect of the filing fee for a total of \$3840.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$675. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$3165.

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: August 15, 2018

Residential Tenancy Branch