



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC CNC MNDC MNSD FF

Introduction:

Both parties attended the hearing and gave sworn testimony. The tenant denied they received the One Month Notice to end Tenancy for cause dated February 5, 2019 to be effective March 31, 2019 but agreed they received the Application for Dispute Resolution by registered mail. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act. The tenant gave evidence that they served their Application by _____ The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order of Possession pursuant to Sections 47, and 55 for cause; and
- b) An order to recover the filing fee pursuant to Section 72.

The tenant applies pursuant to the Act for orders as follows:

- c) To cancel a Notice to End Tenancy for cause; and
- d) To recover the filing fee (???).

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there is good cause to end this tenancy and obtain an Order of Possession? Are they entitled to recover the filing fee?

Or is the tenant entitled to any relief and to recover the filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenant commenced living in

the premises in November, 2011, a security deposit of \$462.50 was paid and rent is currently \$925 a month. It is undisputed that the tenant owes \$277.50 rent for December 2011 and \$925 for each of January, February and March 2012. The tenant said she had experienced unfortunate circumstances and planned to vacate by April 2, 2012. The landlord is claiming the rental arrears of \$3052.50 and requests an amendment to the application to retain the security deposit to offset the amount owing. The tenant did not dispute the amount owing.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

I find that the landlord is entitled to an Order of Possession. There is outstanding rent. The Tenant has not made application pursuant to Section 46 to set aside the Notice to End a Residential Tenancy and the time to do so has expired. In these situations, the Residential Tenancy Act provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. An Order of Possession is issued effective April 2, 2012 as agreed by the parties.

Monetary Order

I find that there are rental arrears in the amount of \$3052.50 representing rental arrears from December 2011 to March 2012. The amendment to retain the security deposit to offset the amount owing is granted.

Conclusion:

I find the landlord is entitled to an Order of Possession effective April 2, 2012 and a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

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 11, 2019

Residential Tenancy Branch