



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

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

### Introduction

This conference call hearing was convened in response to the tenant's application for a cancellation of a Notice to End Tenancy. The landlord made a cross-application for dispute resolution in which he requested an Order of Possession; a Monetary Order for unpaid rent; to keep the security deposit; for money owed under the Act; and to recover the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. They presented oral evidence and confirmed receipt of the material they intended to submit at the hearing.

### Issue(s) to be Decided

Is the tenant entitled to a cancellation of a Notice to End Tenancy?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and for what amount?

### Background and Evidence

The rental unit consists of a detached family house located in Delta.

Pursuant to a written agreement, the month to month based tenancy started on October 29<sup>th</sup>, 2010 at a rate of \$1100.00, and the tenant paid a security deposit in the amount of \$550.00.

The landlord testified that the rent for December 2010 and January 2011 has not been paid yet. The landlord is claiming \$2200.00 for the two months of unpaid rent.

The tenant testified that payment arrangements were made, and that the landlord did not come to collect the rent. The tenant agreed with the unpaid rent: she stated that she only has \$1400.00 for the landlord, and that she will be out by the end of the month.

### Analysis

The parties did not provide any evidence to support any pre-arranged payment plan. Section 26(1) of the *Act* specifies in part that a tenant must pay the rent when it is due under the tenancy agreement whether or not the landlord complies with the Act. In this matter, I am satisfied that the rent was not paid and that the landlord is entitled to an Order of Possession and a Monetary Order.

### Conclusion

The tenant's application is dismissed. I grant the landlord an Order of Possession effective two days from the date the Order is served upon the tenant. If necessary, This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The landlord has established a claim for \$2200.00. Since he was successful, I also award the landlord recovery of the \$50.00 filing fee for this application. Pursuant to Section 67 of the Act, I authorize the landlord to retain the \$550.00 security deposit and I grant the landlord a Monetary Order for the balance of \$1700.00. This Order may be registered in the Small Claims Court and enforced as an Order of that Court.

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: January 20, 2011.

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Residential Tenancy Branch