



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants filed an application to dispute the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Are the tenants entitled to have the notice set aside?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about November 2011. Rent in the amount of \$1350.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$675.00. The tenant failed to pay rent in the month(s) of February and on February 7, 2014 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of March. The landlord stated that he is requesting that the rent for April be considered as well as the tenant has not paid that either.

The tenant gave the following testimony:

The tenant stated that she had fully intended to pay all the rent up but was dealing with the health issues of her ten month old child. The tenant stated that she acknowledged and agreed that rent had not been paid for three months. The tenant stated that she had made attempts to pay partial amounts but the landlord refused.

### Analysis

I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and although she did apply for dispute resolution to dispute the notice she has not been able to provide sufficient evidence under the Act to have the notice set aside. Based on the above facts I find that the landlord is entitled to an order of possession. 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.

Due to the timing of this hearing and the acknowledgement of the tenant that she is unable to pay any of the rent I find that the landlord is entitled to the unpaid rent for February, March and April.

As for the monetary order, I find that the landlord has established a claim for \$4050.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$675.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3425.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court. The tenant has not been successful in her application.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$3425.00. The landlord may retain the security deposit. The tenants' application is dismissed.

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 02, 2014

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Residential Tenancy Branch

