



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Aquilini Properties LP
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

There are applications filed by both parties. The landlord seeks an order of possession and a monetary order for unpaid rent, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee. The tenant seeks an order cancelling a notice to end tenancy issued for unpaid rent.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of notice of hearing package and the submitted documentary evidence package of the other party, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

- Is the landlord entitled to an order of possession?
- Is the tenant entitled to an order cancelling the notice to end tenancy?
- Is the landlord entitled to a monetary order?
- Is the landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on March 1, 2013 on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated February 26, 2013. The monthly rent is \$975.00 payable on the 1st of each month. A security deposit of \$462.50 was paid on February 26, 2013. Both parties confirmed in their direct testimony the security deposit amount should be \$487.50 as opposed to the amount listed on signed tenancy agreement.

Both parties agreed that the landlord served the tenant with a 10 day notice to end tenancy issued for unpaid rent dated April 4, 2014 by posting it to the rental unit door on April 4, 2014. The tenant states that it was received in this manner on April 7, 2014. The notice states that rent of \$996.00 was not paid when it was due on April 1, 2014. The notice displays an effective end of tenancy date of April 14, 2014. The landlord has also submitted a copy of a proof of service document which confirms service was done in this way with a witness on April 4, 2014.

The landlord seeks an order of possession and a monetary order for unpaid rent of \$2,258.00 which consists of \$266.00 for rent arrears from June of 2013, \$966.00 for unpaid rent for April 2014 and \$966.00 for unpaid rent for May of 2014. The tenant stated in her direct testimony that she did not pay the rent owed and is now disputing the amount being claimed by the landlord as unpaid rent.

Analysis

I accept the undisputed testimony of landlord and find that the tenant was properly served with a 10 day notice to end tenancy issued for unpaid rent dated April 4, 2014. The tenant confirmed this in her direct testimony as well as in writing in her details of dispute. The tenant confirmed that rent was not paid due to issues over the condition of the rental suite. The tenant also stated that she was not disputing the monetary claim made by the landlord for unpaid rent.

I find that the landlord has established a claim for an order of possession. The landlord is granted an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary claim, I find based upon the undisputed testimony of the tenant that the landlord has established a monetary claim of \$2,258.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$487.50 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 of the Act for \$1,820.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant's application is dismissed.

The landlord is granted an order of possession and a monetary order for \$1,820.50.

The landlord may retain the security deposit.

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: May 30, 2014

Residential Tenancy Branch

