

DECISION

Dispute Codes: CNC, OPR, MNR, MNSD

This hearing dealt with a cross applications by the parties. The tenant applied to cancel a notice to end tenancy for cause. The landlord applied for an order of possession, a monetary order for unpaid rent and an order to retain the security deposit in partial satisfaction of her claim.

Issue #1 Is the landlord entitled to an order of possession, a monetary order for unpaid rent and an order to retain the security deposit in partial satisfaction of her claim?

On July 30, 2008, the landlord collected a security deposit from the tenant in the amount of \$210.00. On August 1, the landlord collected from the tenant an additional amount of security deposit of \$165.00. The tenancy began on August 1. Rent in the amount of \$750.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month of October and on October 3 the landlord served the tenant with a notice to end tenancy for non-payment of rent.

Based on the testimony from both the landlord and the tenant, I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. 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.

As for the monetary order, I find that the landlord has established a claim for \$750.00 in unpaid rent. I order that the landlord retain the security deposit and interest of \$376.29 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$373.71. This order may be filed in the Small Claims Court and

enforced as an order of that Court.

Issue #2 Are there sufficient grounds to cancel the notice to end tenancy for cause

During the hearing, the tenant said that he intends to move out of the rental unit and requests a withdrawal of his application to cancel the notice to end tenancy for cause. The tenant's application to cancel the notice to end tenancy for cause is hereby withdrawn.

Dated October 22, 2008.