



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## DECISION AND REASONS

Dispute Codes: OPB, MNR, & FF

### Introduction:

This hearing dealt with an application by the landlord for an Order of Possession on the basis that the tenant breached a material term of the tenancy agreement. Both parties appeared for the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

### Issues to be Determined:

Is the landlord entitled to an Order of Possession due to a breach of a material term of the tenancy agreement by the tenants? Has the landlord established a monetary claim due to non-payment of rent by the tenant?

### Background and Evidence:

This tenancy began on September 1, 2008 for the monthly rent of \$500.00 and a security deposit of \$250.00. The tenant was the only occupant allowed; however, he allowed another occupant without the written consent or authorization of the landlord.

The tenant was served with a one month Notice to End Tenancy due to this breach of the tenancy agreement on October 1, 2008.

Both parties confirmed that the tenant has failed to pay the full rent owing and there is currently an outstanding sum owed of \$400.00.

### Analysis:

I accept the landlord's evidence that the tenant was served with a one month Notice to End Tenancy for cause pursuant to section 47 of the *Act*. I am satisfied that the notice was served to an adult residing in the tenant's rental unit. Although the tenant claims that he did not receive this notice, I am satisfied that the occupant who received the notice was residing with the tenant without the landlord's written consent.

The tenant had 10 days to dispute the notice. The tenant failed to exercise this right and is conclusively presumed to have accepted the end of the tenancy pursuant to section 47(5) of the *Act*. On this basis I grant the landlord's request for an Order of Possession which is effective **two (2) days** after it is served upon the tenant. This Order may be

filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I am also satisfied that the tenant has failed to pay all the rent owed pursuant to the tenancy agreement for the sum of \$400.00. I Order that the landlord may retain the tenant's security deposit plus interest in partial satisfaction of this sum pursuant to section 72 of the *Act*.

I grant the landlord a monetary Order for the remaining balance owed of **\$198.75** including the recovery of the \$50.00 filing fee paid by the landlord for this application. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion:

I grant the landlord's application and have issued an Order of Possession and a monetary Order for the balance of unpaid rent owed.

Dated January 14, 2009.

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Dispute Resolution Officer