



# Dispute Resolution Services

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

## **Decision**

**Dispute Codes:** OPR, MNR

## **Introduction**

This hearing dealt with the landlord's application for an order of possession and a monetary order for unpaid rent. Both parties participated in the hearing and each gave affirmed testimony.

## **Issues to be Decided**

- Whether the landlord is entitled to an order of possession
- Whether the landlord is entitled to a monetary order under the *Act*

## **Background and Evidence**

Month-to-month tenancy began in approximately May 2007. Rent in the amount of \$1,100.00 is payable in advance on the first day of each month. At the outset of tenancy a security deposit of \$550.00 was collected. There is no written residential tenancy agreement in place.

The tenant withheld a portion of the rent due on September 1, 2008, and subsequently he has not paid any rent for October, November, December 2008 or January 2009. By way of in-person delivery to the tenant's wife, the landlord served a 10 day notice to end tenancy for unpaid rent dated November 28, 2008. Following this the tenant continued to withhold rent as he considered the unit was in need of considerable repair.

## **Analysis**

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find the landlord is entitled to an order of possession.

In regard to the order of possession and the landlord's request for a monetary order, pursuant to section 63 of the *Act*, the parties exchanged proposals in order to settle their dispute. As a result, it was agreed as follows, that:

- an order of possession will be issued in favour of the landlord to be effective on or before 1:00 pm, Saturday, January 31, 2009;
- the landlord will retain the tenant's full security deposit of \$550.00;
- the tenant will mail cheque payment of \$500.00 to the landlord FORTHWITH; the tenant's cheque will be post-dated not later than February 1, 2009;

These particulars comprise the full and final settlement of all aspects of the dispute for both parties.

## **Conclusion**

I hereby issue an order of possession in favour of the landlord effective on or before 1:00 pm, Saturday, January 31, 2009. 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.

I hereby grant the landlord a monetary order under section 67 of the *Act* for **\$500.00**.

Should the tenant fail to comply with the above agreement for payment, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: January 27, 2009

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Dispute Resolution Officer