

Dispute Resolution Services

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

DECISION

Dispute Codes:

OPR, MNR, MNSD,FF

Introduction

This hearing dealt with an application by the landlord for an order of possession due to unpaid rent, a monetary order to recover rental arrears and inclusive of recovery of the filing fee associated with this application, and an order to retain the security deposit in partial satisfaction of the monetary claim.

Both the landlord and the tenant participated in the conference call hearing and were given opportunity to be heard.

At the outset of the hearing I was advised by the tenant that they are still in possession of the rental unit. Also, it was stated by the tenant that the male tenant identified in the application and he is one and the same. .

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an order of possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on August 15, 2008. Rent in the amount of \$980 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$475. The tenant failed to pay rent in the month(s) of December 2008 and on December 6, 2008 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant

further failed to pay rent in the month of January and February 2009. The landlord is making a monetary claim for the following:

Total Rent for December 2008, plus late fee of \$25, <u>as stipulated in Tenancy Agreement</u>	1005
Total Rent for January 2009, plus late fee of \$25, <u>as stipulated in Tenancy Agreement</u>	1005
Total rent for February 2009, plus late fee of \$25, <u>as stipulated in Tenancy Agreement</u>	1005
NSF fee <u>as stipulated in Tenancy Agreement – Section 10</u>	25
Filing fee for Application for Dispute Resolution	50
Total claim	\$ 3090

The landlord is requesting an Order of Possession effective 2 days from the time of service upon the tenant. The tenant's testimony did not dispute any of the landlord's claims.

Analysis

Based on the testimony of the landlord and the tenant, I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and does not dispute the notice and is therefore conclusively presumed to accept that the tenancy is ending.

Based on the above facts I find that the landlord is entitled to an order of possession as requested.

As for the monetary order, I find that the landlord has established a claim for **\$3040** in unpaid rent and permitted fees. The landlord is also entitled to recovery of the **\$50** filing fee for a total of **\$3090**.

Conclusion

I grant an order of possession to the landlord. The tenant must be served with this 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.

I order that the landlord retain the deposit and accrued interest of **\$477.71** in partial satisfaction of the claim and **I grant** the landlord an order under section 67 for the balance due of **\$2612.29**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 18, 2009