



# **Dispute Resolution Services**

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **Decision**

### **Dispute Codes:**

MNR

OPR

MNSD

FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated February 2, 2009, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared and gave testimony in turn.

### **Issue(s) to be Decided**

The landlord is seeking an Order of Possession. The landlord is also seeking a monetary order claiming unpaid rent of \$1,250.00 each month for January 2009, February 2009 and March 2009.

The issues to be determined based on the testimony and the evidence are:

Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent

Whether or not the landlord is entitled to monetary compensation for rental arrears owed and loss of rent

## **Background and Evidence**

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated February 2, 2009 with effective date of February 13, 2009 and a copy of the tenancy agreement. The landlord testified that the two-year fixed term tenancy began on November 1, 2008, at which time the tenant paid a security deposit of \$500.00. The landlord testified that the tenant failed to pay rent starting in January 2009 and continuing to date. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

The tenant acknowledged that he is in arrears for three month's rent owed but explained that he had been encountering financial problems that will soon be resolved.

## **Analysis**

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by posting it on the door. The tenant has not paid the outstanding rent and did not apply to dispute the Notice and 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. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the landlord is entitled to receive the three month's rental arrears and I find that the landlord has established a total monetary claim of \$3,800.00 comprised of \$1,250.00 rental arrears for the month of January 2009, \$1,250.00 rental arrears for the month of February 2009, \$1,250.00 rental arrears for the month of March 2009 and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit and interest of \$501.25 in partial satisfaction of the claim leaving a balance due of \$3,298.75.

## **Conclusion**

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the Landlord an order under section 67 for \$3,298.75. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

March, 2009

Date of Decision

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Dispute Resolution Officer