



Dispute Resolution Services

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

DECISION

Dispute Codes: OPR, MNR, ERP, RR, MNSD and FF

Introduction

These applications were brought by both the landlord and the tenant.

By application of March 5, 2009, the landlord sought an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served on January 12, 2009. The landlord also sought a Monetary Order for the unpaid rent and recovery of the filing fee and authorization to retain the security deposit in set off.

By application of March 2, 2009, the tenant sought to have set aside the Notice to End Tenancy of February 9, 2009. The tenant also sought recovery of expenses for emergency repairs, a rent reduction and recovery of her filing fee.

At the commencement of the hearing, the tenant stated that she would be giving no evidence and was proceeding with broader claims against the landlord through the courts, and withdrew her application.

Issues to be Decided

The landlord's application requires a decision on whether the landlord is entitled to an Order of Possession and a Monetary Order for the unpaid rent and filing fee for this proceeding, and authorization to retain the security deposit in set off.

Background, Evidence and Analysis

This tenancy began November 8, 2008. Rent is \$940 per month and the landlord holds a security deposit of \$470 paid on November 8, 2008.

During the hearing, the landlord gave evidence that the Notice to End Tenancy was served when the tenant had not paid the rent for January. In the interim, he said the rent for January remained unpaid and the tenant had not paid rent for February, March or April and remains in the rental unit. The tenant conceded not paying for March and April but did not concede to not having paid January or February. Again, the tenant declined to provide any evidence.

Section 46 of the *Act* which deals with notice to end tenancy for unpaid rent provides that a tenant may pay the overdue rent or make application for dispute resolution within five days of receiving the notice. If the tenant does neither, they are presumed to have accepted that the tenancy ends on the date stated on the notice.

In this matter, the tenant has not paid the rent and withdrew her application which was well beyond the five days within which she would have been permitted to contest the Notice to End Tenancy.

Therefore, the landlord requested, and I find he is entitled to, an Order of Possession effective two days from service of it on the tenant. I further find that the landlord is entitled to a Monetary Order for the unpaid rent and filing fee for this proceeding and authorization to retain the security deposit in set off as follows:

January rent	\$ 940.00
February rent	940.00
March rent	940.00
April rent	940.00
Filing fee	50.00
Sub total	\$3,810.00
Less retained security deposit	- 470.00
Less interest (Sept. 18/07 to date)	- .46
TOTAL	\$3,339.54

Conclusion

Thus, the landlord's copy of this decision is accompanied by an Order of Possession effective two days from service of it on the tenant and a Monetary Order for \$3,339.54 for service on the tenant.

The Order of Possession is enforceable through the Supreme Court of British Columbia and the Monetary Order is enforceable through the Provincial Court of British Columbia.

April 16, 2009

Dispute Resolution Officer