

# Dispute Resolution Services

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

## **DECISION AND REASONS**

**Dispute Codes:** *OPR, MNR, MND, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the Landlord for an order of possession and for a monetary order for unpaid rent and the filing fee. The landlord also applied for costs to fix doors, holes in the walls, replace locks and clean the rental unit and to retain the security deposit in partial satisfaction of his monetary claim.

The notice of hearing dated July 08, 2009 was served on the tenant on July 10, 2009, by registered mail. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

At the beginning of the hearing, the landlord stated that upon recent inspection of the rental unit he found that two doors and the drywall were damaged and that the suite needed cleaning and lock replacements. However, since the tenant is still occupying the rental unit and the landlord has not provided any evidence to support his claim for damages, this portion of the tenant's claim is dismissed with leave to reapply.

Accordingly, this hearing only dealt with the landlord's application for an order of possession, a monetary order for unpaid rent and the filing fee and to retain the security deposit in satisfaction of his claim.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent, the filing fee and to retain the security deposit?

### **Background and Evidence**

The tenancy started on July 01, 2008. The rent is \$750.00 due on the 1st of the month. The tenant paid a security deposit of \$375.00. The tenant failed to pay rent for July. On July 02 the landlord served the tenant in person with a ten day notice to end tenancy. On July 12, 2009 the tenant paid rent for July and the landlord issued a receipt for use

and occupancy only. The tenant is currently occupying the unit and has not paid rent for August 2009. The landlord is applying for an order of possession effective two days after service on the tenant and a monetary order for \$800.00 which consists of rent for August (\$750.00) and the filing fee (\$50.00).

### **Analysis**

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on July 02, 2009 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to \$750.00 for unpaid rent for August 2009. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$50.00. I order that the landlord retain the security deposit of \$375.00 and accrued interest of \$2.83 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$422.17. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order in the amount of **\$422.17**.

Dated August 24, 2009.

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Dispute Resolution Officer