

## **DECISION**

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

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

On July 1, 2008, the landlord collected a security deposit from the tenant in the amount of \$700.00. The tenancy began on July 3, 2008. Rent in the amount of \$1400.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month of July, 2009 and on July 29, 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 months of August and September.

Based on the above, I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice and is therefore conclusively presumed 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. The tenant must be served with the 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.

The landlord is seeking to recover from the tenant outstanding rent for the month of July in the amount of \$250.00. The landlord explained that the tenant paid the following amounts towards the outstanding July rent: \$750.00 on August 5 and \$400.00 on September 9. The tenant is currently still living in the rental unit. The landlord is therefore seeking to include a claim for loss of income for the months of August and September in the amount of \$2800.00. The tenant maintained that she had paid the following rental amounts to the landlord: \$750.00 on July 8;

\$700.00 on July 26; \$500.00 on August 5; \$300.00 on August 25 and \$400.00 on September 9.

I note that the tenant had earlier said that she paid the landlord \$700.00 on July 8. Later, she changed the amount to \$750.00. I also note that the tenant had earlier said that she paid the landlord \$700.00 on July 22. Later, she changed the date to July 26. No evidence was adduced to explain the above inconsistencies. I also note that the tenant could not provide any explanation as to 1) why she could not pay her rent by check instead of cash, and 2) why she would pay \$1450.00 towards the July rent when the monthly rent is \$1400.00. Based on the above, I find the tenant's evidence not to be credible or trustworthy. I have therefore preferred the landlord's evidence on the amount claimed as outstanding rent and loss of income.

Accordingly, I find that the landlord has established a claim for \$250.00 in unpaid rent and \$2800.00 in loss of income. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit and interest of \$705.28 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2394.72. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 16, 2009.