



# Dispute Resolution Services

Residential Tenancy Branch

Ministry of Housing and Social Development

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing was convened in response to 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 parties attended the conference call hearing and given opportunity to testify and make submissions.

### **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 December 01, 2002. Rent in the amount of \$585 was payable is payable in advance on the first day of each month (In respect to this application, for the month of October 2009, only, the tenant owed \$300.) At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$250. The tenant failed to pay rent in the month(s) of October 2009 and on October 02, 2009 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 November 2009. The quantum of the landlord's monetary claim is **\$885**. The landlord also seeks an Order of Possession for as soon as possible. The tenant agrees with the landlord in respect to the over due rent, and is in the process of moving out of the rental unit.

### **Analysis**

Based on the landlord's testimony 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 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.

I find that the landlord has established a claim for **\$885** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$935**.

### **Conclusion**

**I grant** an Order of Possession to the landlord, effective two (2) days after the Order is served upon the tenant. For example, If the Order is served on the 25<sup>th</sup> the tenant must vacate on the 28<sup>th</sup>. 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 interest of \$258.85 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$676.15**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated November 25, 2009.