

## **DECISION**

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

### **Introduction**

This hearing was convened by way of conference call to deal 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. Despite having been served with the application for dispute resolution and notice of hearing personally on February 26, 2010, the tenant did not participate in the conference call hearing.

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

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord's application to retain the security deposit in partial satisfaction of his claim justified?

### **Background and Evidence**

The tenancy began on May 1, 2005. Rent in the amount of \$935.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$400.00. At that time, rent in the amount of \$795.00 was payable, but was increased over the life of the tenancy.

The tenant failed to pay rent in full in the months of August, 2009 to March, 2010 and on February 7, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rent.

The landlord testified that the following schedule represents the payments received during the months of August, 2009 to March, 2010:

Month	Amount Due	Amount Paid	Balance

August, 2009	935.00	0	935.00
September, 2009	935.00	935.00	0
October, 2009	935.00	570.00	365.00
November, 2009	935.00	400.00	535.00
December, 2009	935.00	2000.00	-1,065.00
January, 2010	935.00	475.00	460.00
February, 2010	935.00	0	935.00
March, 2010	935.00	500.00	435.00
TOTALS	7,480.00	4880.00	2,600.00

### **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. 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.

### **Conclusion**

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.

As for the monetary order, I find that the landlord has established a claim for \$2,600.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the deposit and interest of \$414.17 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,235.83. This order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 12, 2010.

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Dispute Resolution Officer