

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security - Section 38
4. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing and were given full opportunity to be heard, to present evidence and to 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 February 01, 2010. Rent in the amount of \$850 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 \$425. The tenant failed to pay rent in the month(s) of August 2010 and on August 04, 2010 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 September and October 2010. The sum of the landlord's monetary claim is for unpaid rent of **\$2550**. The landlord further requests an Order of Possession for as soon as possible. The tenant acknowledged receiving the Notice to end from the landlord and also acknowledged not paying the rent. The tenant testified that she was withholding paying the rent in hopes of achieving a resolution to her issues with the landlord.

Analysis

Based on the testimony of the tenant and the landlord 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 monetary claim for **\$2550** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2600**. The **security deposit** will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$2,550.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-425.00
Total Monetary Award	\$2,175.00

Conclusion

I grant an Order of Possession to the landlord effective 2 days from the day it is served upon the tenant. 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 \$425 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$2175**. If necessary, 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*.