



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, OPC, OPB, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, cause, breached tenancy agreement, a monetary order for unpaid rent, to keep the security deposit and compensation or damage. The landlord has also requested recovery of the \$50.00 filing fee. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is the landlord entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started on December 1, 2007 with monthly rent of \$1475.00 and the tenant paid a security deposit of \$737.50. On July 30, 2010 the landlord served the tenant with a Notice to End Tenancy for Cause; the tenant is repeatedly late paying rent. On August 2, 2010 the landlord served the tenant with a Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenant has an on-going history of late rent payments and cheques being returned NSF and the tenant has been warned in writing numerous times. Rent payment for the months of March, April, May, June and July 2010 have either been paid late and or been returned NSF.

As of this date the tenant still occupies the unit but has not taken any steps towards paying the past due rent. The landlord testified that the tenant currently owes the following amounts in unpaid 2010 rent:

July	\$1025.00
August	\$1475.00
September	\$1475.00
October	\$1475.00
November	\$1475.00
Total rent due:	\$6925.00



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Analysis

Based on the documentary evidence and testimony I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply 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.

As for the monetary order, I find that the landlord has established a claim for \$5000.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I hereby grant the Landlord an **Order of Possession**, effective **2 days** after service of the Order upon the Tenant. This Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$5000.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's \$737.50 security deposit in partial satisfaction of the claim and I grant the landlord an monetary order under section 67 for the balance due of \$1164.99 ($\$5000.00 + \$50.00 = \$5050.00 - \$737.50 = \4312.50)

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$4312.50**. If the amount is not paid by the tenant, the order may be filed in the Provincial (Small Claims) Court of British Columbia 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: November 3, 2010

Dispute Resolution Officer