



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issues to be Decided

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

### Summary of Background and Evidence

This tenancy started December 1, 2009 with rent of \$530.00 and the tenant paid a security deposit of \$250.00. On November 3, 2010 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenant did not pay January, February and March 2010 rent but that in April he did start to make payments towards the rent. As the tenant was going through a hard time, the landlord agreed to letting the tenant stay in the rental unit if regular payments were made and the rent brought up to date. Over the course of the next few months the tenant fell further behind in his rent and as of this date owes the landlord \$1840.00 in unpaid rent.

The tenant still occupies the rental unit and has made no efforts to pay the rent that is due and the landlord has requested an order of possession effective 2 days after service on the tenant.

The tenant testified to and agreed that he owed the rent stated by the landlord and that he had been doing his best to get caught up. The tenant had not yet paid December's rent as he was waiting for the outcome from this hearing.

### 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



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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 \$1840.00 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 and all occupants. 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 \$1840.00. 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 \$250.00 security deposit in partial satisfaction of the claim and I grant the landlord an monetary order under section 67 for the balance due of **\$1640.00** ( $\$1840 + \$50.00 = \$1890.00 - \$250.00 = \$1640.00$ )

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: December 2, 2010

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Dispute Resolution Officer