



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNR, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated DT, 2010 and a monetary order for rent owed.

Both parties appeared and gave testimony during the conference call.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence are:

Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent

Whether or not the landlord is entitled to monetary compensation for rental arrears owed.

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated November 1, 2010 with effective date of November 12, 2010, a copy of the resident ledger and a copy of the tenancy agreement. The landlord testified that the tenancy began in October 2008, at which time the tenant paid a security deposit of \$1,250.00 and Pet Damage Deposit of \$1,250.00. The landlord testified that the tenant failed to pay accrued arrears of rent and utilities totaling \$8,189.00 up to November 2010, and has also failed to pay \$1,250.00 rent now owed for December 2010 for a total monetary claim of \$9,439.38. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

The tenant agreed that the rent was owed and unpaid, but hoped to work out a payment plan and remain in the unit.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act 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 total monetary claim of \$9,539.38 comprised of \$9439.38 accrued rental arrears and the \$100.00 fee paid by the landlord for this application. Although the application did not contain a request to retain the tenant's security and pet-damage deposits, under section 72 of the Act I order that the landlord retain the security and pet-damage deposits plus interest in the amount of \$1,254.78 in partial satisfaction of the claim leaving a balance due of \$8,284.67.

Conclusion

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the Landlord an order under section 67 for \$8,284.67. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) 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: December 2010.

Dispute Resolution Officer