



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

Decision

Dispute Codes:

MNR, OPR, MNSD, 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 January 3, 2011, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared and gave testimony.

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 and loss of rent

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated January 3, 2011 with effective date of January 13, 2011 and a copy of the tenancy agreement. The landlord testified that the tenancy began on January 1, 2010, at which time the tenant paid a security deposit of \$425. The current rent was \$850.00. The landlord testified that the tenant fell into arrears in December and by January 3, 2011 had accrued a debt of \$1,300.00 but managed to pay \$575.00 and was issued receipts for use and occupancy only. The debt was reduced to \$725.00 but the tenant failed to pay \$850.00 rent owed on February 1, 2011, and the landlord is claiming total rent owed in the amount of \$1,575.00 plus \$25.00 for a late fee owed under the tenancy agreement.

The tenant acknowledged that the rent was in arrears and stated that he intended to pay the debt by March 1, 2011.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by registered mail. The tenant has not paid the outstanding rent within 5 days 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 \$1,650.00 comprised of \$1,575.00 accrued rental arrears, \$25.00 late fee and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim leaving a balance due of \$1,225.00.

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 \$1,225.00. 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: February 2011.

Residential Tenancy Branch