



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the 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.

I accept the landlord's evidence that despite the tenant having been served in person on November 20, 2010 with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Residential Tenancy Act (the Act); and, duly amended and served by registered mail sent on March 10, 2011 in accordance with Section 89 of the Act, and deemed served March 15, 2011, the tenant did not participate in the conference call hearing.

The landlord was 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 December 01, 2009. Rent in the amount of \$775 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 \$385. The tenant failed to pay rent in the month(s) of November 2010 and on November 08, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay all rent and rent arrears in the months of December 2010 and January through March 2011. Current arrears are in the sum of \$2045. The quantum of the landlord's monetary claim is for the unpaid rent and the resulting late fees of \$20 per month as per the tenancy agreement, in the aggregate amount of **\$2045**.

Analysis

Based on the landlord's testimony 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 the landlord is entitled to the unpaid rent and associated late fees in the amount of \$2045. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2095**. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears and late fees	\$2045.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and applicable interest <i>to date</i>	-385.00
Total Monetary Award	\$1710.00

Conclusion

I grant an Order of Possession to the landlord **effective two days after the order is served**. 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 of \$385 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$1710**. 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*.