



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.

Both parties attended the hearing and were given an opportunity to provide evidence and make submissions. The tenant remains in the rental unit.

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, 2010. Rent in the amount of \$550 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 \$275. The tenant failed to pay all of rent (\$170) in the month of February and paid no rent for March 2011 and on March 02, 2011 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The quantum of the landlord's monetary claim is for \$720.

The tenant claims that they, today, placed \$550 cash under the door of their building manager, whom is at work until later on this day. The tenant testified that they still owe

\$170 in additional arrears. The landlord claims that despite any rent paid today, they would accept it for use and occupancy only and request an Order of Possession.

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 also find that the landlord has established a monetary claim for **\$720** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$770**. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$720.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and applicable interest <i>to date</i>	-275.00
Total Monetary Award	\$495.00

Should the landlord establish, as the tenant has testified, that the tenant has paid \$550 in cash, as testified; then, the landlord must deduct the paid amount from the enclosed Order amount when advancing or enforcing any claim pursuant to the enclosed monetary order.

Conclusion

I grant an Order of Possession to the landlord **effective 2 days** from the day it is served on the tenant. 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 \$275 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$495**. 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*.