



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      OPR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

At the hearing the landlord asked to amend her claim to include a claim for unpaid rent for the month of March and pro-rated rent for the month of April. In the original claim, the landlord had asked only for rent for April. I found it appropriate to allow the amendment.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

### Background and Evidence

The tenancy began in January 2011. Rent in the amount of \$900.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$450.00. The tenant failed to pay rent in the month of March and on March 10 the landlord served the tenant with a notice to end tenancy.

The tenant testified that she did not pay rent in March because the previous owner's agent had told her that the new owner, who is the applicant in this proceeding, wished to move into the rental unit and on the basis of this representation, the tenant believed she was entitled to receive one month of free rent.

The tenant did not object to the landlord being granted an order of possession as she is in the process of vacating the rental unit.

### Analysis

I find that the tenant was served with a notice to end tenancy for non-payment of rent. I find that the tenant did not receive a 2 month notice to end tenancy which would have

triggered her right to one free month of rent. The tenant did not pay the 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. The tenant must be served with the 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.

As for the monetary order, I find that the tenant failed to pay rent in the month of March and for any part of April and I find that the landlord is entitled to recover rent for that period. As the tenant stated that she will be vacating the unit by the end of the week, I find it appropriate to award the landlord \$270.00 in occupational rent for the period from April 1 – 9. The landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of \$1,220.00. I order that the landlord retain the \$450.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$770.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

#### Conclusion

The landlord is granted an order of possession and a monetary order for \$770.00. The landlord may retain the security deposit.

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: April 06, 2011

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Residential Tenancy Branch