



# 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 DT, 2010, 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 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 and loss of rent

### **Background and Evidence**

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated March 11, 2011 with effective date of March 24, 2011, a copy of the resident ledger and a copy of the tenancy agreement. The landlord testified that the tenancy began on November 1, 2010, at which time the tenant paid a security deposit of \$700.00 and Pet Damage Deposit of \$700.00. The landlord testified that by January 2011, the tenant was in arrears for \$215.00 and then failed to pay \$1,450.00.00 rent for the months of February, March and April 2011 amounting to a total of \$4,565.00. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

The tenant did not dispute that rent was unpaid and testified that she fell into arrears due to tragic personal circumstances that could not be avoided.

### **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 putting it in the mailbox. 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 \$4,615.00 comprised of \$4,565.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security and pet-damage deposits of \$1,400.00 in partial satisfaction of the claim leaving a balance due of \$3,215.00.

### **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 \$3,215.00. 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: April 2011.

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Residential Tenancy Branch