



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNR, MNDC, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a basement suite. Pursuant to a verbal agreement, the month to month tenancy started in December 2010. The rent is \$700.00 per month and the tenant paid a security deposit of \$350.00.

There was no documentary evidence before me from the landlord concerning this application, with the exception of a handwritten note dated June 18th, 2011 from a witness stating that the tenant was served with a notice to move out. The testified that he provided a copy of a 10 Day Notice to End Tenancy to the Residential Tenancy Branch when made his application for dispute resolution in person on June 15th, 2011. He stated that the tenant has not paid any rent for May, June and July 2011.

The tenant did not dispute the landlord's testimony or that she owed rent as claimed. She stated that she contacted the welfare office, and that they informed her that they would not provide her with financial assistance until first a decision is reached in this dispute.

Analysis

Section 46(5) of the *Residential Tenancy Act* provides that if a tenant who has received a notice to end tenancy for non-payment of rent does not pay the rent or makes an application for dispute resolution within 5 days, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. The tenant in this matter has not paid rent or filed an application for dispute resolution.

Accordingly, the landlord is entitled to an Order of Possession and a Monetary Order as claimed.

Conclusion

I grant the landlord an Order of Possession effective two days from the date the order is served upon the tenant. This Order must be served on the tenant. If necessary, This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I authorize the landlord to retain the tenants' \$350.00 security deposit for a balance owing of \$1750.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$1800.00.

This Order may be registered 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*.

Dated: July 08, 2011.

Residential Tenancy Branch