



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order for unpaid rent and money owed for damage or loss, to retain the security deposit, and to recover the filing fee.

The parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Issue(s) to be Decided

Has the Tenant breached the Residential Tenancy Act (the "Act") or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Background and Evidence

The Landlord stated that this tenancy began in 2001; however, the parties signed a new tenancy agreement, which was entered into evidence, stating that this month to month tenancy began on July 1, 2010, monthly rent is \$700.00 and a security deposit of \$230.00 was paid by the Tenant on or about June 1, 2001.

The Landlord gave affirmed testimony and supplied evidence that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on May 31, 2011, via personal delivery. The Notice stated the amount of unpaid rent was \$500.00 as of May 20, 2011.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the Tenant had five days to dispute the Notice.

Although two different Notices dated May 31, 2011, with different handwriting on each Notice, were submitted, the Landlord stated that the Tenant now owes rent of \$600.00 for June and \$700.00 for July, for a total of \$1,300.00.

The Tenant agreed that rent for May was not paid within the five days after receiving the Notice and agreed that he owed the rent for June and July, as submitted by the Landlord.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

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.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. This order is a **final, legally binding order**, and may be filed in the Supreme Court should enforcement become necessary.

I find that the Landlord has established a total monetary claim of **\$1,350.00** comprised of outstanding rent of **\$1,300.00** and the **\$50.00** fee paid by the Landlord for this application.

At the Landlord's request, I allow the Landlord to retain the deposit and interest of **\$242.34** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,107.66**.

I am enclosing a monetary order for **\$1,107.66** with the Landlord's Decision. This order is a **final, legally binding order**, and may be filed in the Provincial Court (Small Claims) should the Tenant fail to comply with this monetary order.

Conclusion

The Landlord is granted an Order of Possession, may keep the security deposit and interest in partial satisfaction of the claim and is granted a monetary order for the balance due of **\$1,107.66**.

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 04, 2011.

Residential Tenancy Branch