

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD,

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. Both parties gave affirmed evidence.

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 on or about July 2010. 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 landlord's agent testified to the following; The tenants have been repeatedly late in paying the rent throughout their tenancy, the landlord has issued four 10 Day Notice to End Tenancy for Unpaid Rent or Utilities since January 2011, the tenants have eventually always paid the rent however the tenants have only paid \$700.00 of this months' rent and made that payment yesterday. The landlord is seeking an order of possession for the habitually late payments of rent.

The tenant testified to the following; she does not dispute the evidence of the landlord's agent however she explain that the circumstances that led to the late payments was

due to the fact that her roommate was unemployed, but that has now changed and promises that they will not be late again in the future.

Analysis

I accept the landlord's undisputed testimony. In section 38 of the Residential Tenancy Policy Guideline it states that three late payments are sufficient to justify a notice. Both parties agree that the tenant has been late at least 5 times since January 2011. I find that the tenant was served with a notice to end tenancy for non-payment 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 landlord has established a claim for \$200.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain \$250.00 from the deposit in satisfaction of the claim.

Conclusion

The landlord is granted an order of possession and to withhold \$250.00 of 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: August 10, 2011.

Residential Tenancy Branch