



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, 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 and 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 an apartment in a multi-unit complex. The landlord testified that pursuant to a written agreement, the month to month tenancy started on June 7th, 2011. The rent is \$700.00 per month and the tenant paid a security deposit of \$350.00.

The landlord provided a copy of the 10 Day Notice to End Tenancy dated July 4th, 2011. He stated that the tenant owes rent for that month and this month for a claim totalling \$1400.00.

The tenant did not dispute being late for rent; she testified that she arranged for the Ministry of Social Services to pay her rent starting in September, and proposed a payment plan for her arrears. The landlord declined the offer, stating that the tenant did not approach him to discuss this earlier or made any attempts to contact him concerning the unpaid rent.

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 filed an application for dispute resolution.

On that basis the landlord is entitled to an Order of Possession. On the evidence I accept that the tenant owes rent for July and August 2011, and that the landlord is entitled to 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. If necessary, This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The landlord established a claim of \$1400.00. I authorize the landlord to retain the tenant's \$350.00 security deposit for a balance owing of \$1050.00. 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 \$1100.00.

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: August 19, 2011.

Residential Tenancy Branch