



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNR, MNSD, OPR, FF

### 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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on July 8, the tenant did not participate in the conference call hearing.

### 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 landlord's undisputed testimony is as follows. The tenant paid a \$275.00 security deposit on April 1, 2010. Rent in the amount of \$550.00 is payable in advance on the first day of each month. From September 2010 – June 2011 the tenant's rent payments were inconsistent. In the months of September, October and November 2010 and March 2011, he paid no rent whatsoever; in December 2010 he failed to pay \$50.00 of his rent and in February 2011 he paid \$1,600.00. As of June 1, the tenant was \$1,200.00 in arrears. On June 17, 2011 the landlord personally served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month of July. The landlord's agent testified that as of July 2011, the tenant was \$1,750.00 in arrears.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant was \$1,200.00 in arrears by June 2011 and that he was personally served with a notice to end tenancy for non-payment of rent on June 17. 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 is entitled to recover the rental arrears and loss of income for July as well as the \$50.00 filing fee paid to bring this application. However, as the landlord applied for just \$1,720.00 rather than the \$1,750.00 balance owing as of July 2011, I find that the landlord is limited to claiming \$1,720.00 plus the filing fee for a total of \$1,770.00. I order that the landlord retain the \$275.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,495.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$1,495.00. The landlord may retain 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 03, 2011

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Residential Tenancy Branch