



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, 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; 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. Pursuant to a written agreement, the month to month tenancy started on August 1st, 2011. The rent is \$695.00 per month and the tenants paid a security deposit of \$347.50.

The landlord testified that as of the date of the hearing the tenants still owe \$500.00 for rent arrears, \$20.00 late fee and the filing fee. The landlord stated that he served a 10 Day Notice to End Tenancy on September 2nd, 2011 and provided a copy of the notice in his documentary evidence.

The tenant did not dispute the landlord's testimony; she stated that she recently encountered financial hardships; however she stated that she could be caught up by next Thursday, October 27th, 2011.

The landlord stated that if the tenant holds true to her testimony she would be allowed to stay.

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 alone the landlord is entitled to an order of possession.

Based on the parties' testimony, I accept that the tenant owes rent for the amount claimed at the hearing, and that the landlord is entitled to a monetary order.

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 \$520.00. Since he was successful, the landlord is entitled to recover the filing fee for a claim totalling \$570.00 and pursuant to Section 67 of the Act, I grant the landlord a monetary order for the sum of \$570.00. If necessary, 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: October 24, 2011.

Residential Tenancy Branch