



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD

### Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent and to keep all or part of the security deposit. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

On October 8, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent; the tenant has not filed to dispute this notice.

The landlord testified that the \$900.00 October and November 2011 rent remains unpaid resulting in a balance of \$1800.00 in unpaid rent. The tenant acknowledged that the rent had not been paid for these 2 months and that this was due to serious personal issues in her life. The tenant stated that she had attempted to reach an agreement with the landlord regarding a payment plan but that the landlord was not agreeable to this.

The landlord stated that the tenant had agreed to vacate the rental unit on November 30, 2011. The tenant confirmed that she would be vacating the rental unit on November 30th and stated that she had movers arranged for that day.

The tenant inquired about the return of the security deposit and the landlord requested that the security deposit stay in place until the tenancy ends. The parties both understand that there is very specific legislation regarding return of security deposits for both tenants and landlords.

To ensure possession of the rental unit the landlord has requested an order of possession for November 30, 2011. The landlord in this application is also seeking a monetary order for \$1800.00 in unpaid rent.

### Analysis

Based on the documentary evidence and testimony I find that the tenant was properly 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 and a monetary order for unpaid rent.

Accordingly I find that the landlord is entitled to a monetary order for \$1800.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I hereby grant the landlord an **Order of Possession** effective not later than **6:00 PM, November 30, 2011**. This Order must be served on the tenant(s) and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$1800.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord a monetary order under section 67 for the amount of **\$1850.00**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: November 23, 2011.

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Residential Tenancy Branch