



Dispute Resolution Services

Page: 1

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

This tenancy began September 15, 2010 with monthly rent of \$925.00 and the tenant paid a security deposit of \$437.50.

On October 4, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent; the tenant had not filed to dispute this notice.

The landlord testified that the tenant currently owes a balance of \$355.00 unpaid rent for October 2011 in addition to the \$925.00 November 2011 rent for a total of \$1495.00 in unpaid rent. The landlord stated that when the tenant made a \$500.00 rent payment on November 2, 2011 the landlord provided him with a receipt stating *'for use and occupancy only'* and the tenant acknowledged this.

The tenant testified that he would like to enter into a payment plan with the landlord to pay off the \$1495.00 in rent arrears and the landlord was agreeable to this. The tenant and landlord will meet outside of this hearing to agree to a payment plan and schedule.

The landlord stated that he would still seek a monetary order for the unpaid rent and an order of possession for unpaid rent and if the tenant failed to meet the terms of the payment plan that both orders would be enforced and the tenancy would come to an end, the tenant clearly understood this. The landlord also specified that as a condition of the tenancy continuing that the tenant had to go to the ministry and make arrangements to have the rent paid directly to the landlord and the tenant agreed to this condition.

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 \$1495.00.

The tenancy at this time will continue and this remains dependent upon the tenant fulfilling the payment plan that he agrees to with the landlord and making arrangements for the rent to be paid directly to the landlord by the ministry. As the landlord is giving the tenant the opportunity to pay the rent arrears, the order of possession will be dated for November 30, 2011. The landlord may enforce the order of possession and the monetary order at their discretion.

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 **1:00 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 \$1495.00 in unpaid rent and late fees. 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 **\$1545.00**.

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 15, 2011.

Residential Tenancy Branch