



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, and monetary orders for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Background and Evidence

Based on the uncontradicted testimony of the Landlord, I find that the Tenant was served with a Notice to End Tenancy for non-payment of rent on October 8, 2011 by posting on the door.

The Notice informed the Tenant that the Notice would be cancelled if all the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice by filing an Application.

The Landlord testified that the Tenant owed \$3,940.00 in rent as of November 2, which includes the November rent. Monthly rent is \$700.00 and the Landlord is holding a security deposit for the Tenant.

The Landlord testified that the Tenant has made payments totalling \$800.00, and therefore, as of the date of the hearing the Tenant owes the Landlord \$3,140.00 in rent arrears.

The Tenant testified that he agreed he owed the Landlord for the rent and agreed with the amounts claimed by the Landlord. He wanted to make arrangements with the Landlord regarding payments towards the unpaid rent.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid all the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, October 21, 2011.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of \$3,190.00 comprised of \$3,140.00 in rent and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposit of \$350.00 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$2,840.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant failed to pay all the rent and did not file to dispute the Notice to End Tenancy. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy. The Landlord is granted an Order of Possession, may keep the security deposit in partial satisfaction of the claim and is granted a monetary order for the balance due.

The parties may come to an arrangement regarding the paying of rental arrears to the Landlord and when the Tenant must vacate the rental unit.

This decision is final and binding on the parties, except as otherwise provided in the Act and 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 14, 2011.

Residential Tenancy Branch