



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNR, OPR

### Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant(s) testified that the respondent(s) was served with notice of the hearing by hand on October 21, 2011; however the respondent(s) did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an Order of Possession based on a Notice to End Tenancy for non-payment of rent, a request for a monetary order for \$1350.00, and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

The applicant testified that:

- The tenant failed to pay the October 2011 rent and therefore on October 5, 2011 the tenant was served with a 10 day Notice to End Tenancy for non-payment of rent.

- The tenant did not pay the outstanding rent within the five day grace period, and in fact the October 2011 rent was not paid until November 1, 2011, and was accepted for use at occupancy only.
- The tenant has not paid any rent for the month of November 2011.
- They also believe that the tenant may leave the rental unit damaged when she moves out.

The applicant is therefore requesting an Order of Possession for as soon as possible, an order for the outstanding November 2011 rent, and an order to keep the security deposit for possible damages.

### Analysis

It is my decision that the landlord does have the right to an Order of Possession, because the tenant did not pay the outstanding October rent within the five day grace period that would have voided the notice.

I therefore allow the landlords request for an Order of Possession.

I also allow the landlords request for the November 2011 rent.

I will not allow the landlords request to keep the security deposit for possible damages because at this time we do not know whether the tenant will leave damages to the unit when the tenant vacates.

The claim against the security deposit is therefore dismissed with leave to reapply.

I also allow recovery of the filing fee.

Conclusion

I have issued an Order of Possession to the landlord for two days after service on the tenant.

I have issued a monetary order in the amount of \$950.00.

As stated above the claim to keep the security deposit is dismissed with leave to reapply.

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 09, 2011.

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Residential Tenancy Branch