



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 was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security and pet deposits - Section 38
4. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing and were given full opportunity to present all relevant evidence and testimony in respect to the claims and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The tenant advised they were still residing in the rental unit.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on February 01, 2011. Rent in the amount of \$1300 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit and a pet damage deposit from the tenant in the aggregate amount of \$1300. The tenant was late in paying rent on occasions and failed to pay all of rent in the month before August 2011. On August 17, 2011 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant paid the rent

for august which the landlord applied to rent arrears. The tenant further failed to pay rent in the month of September, and subsequently paid \$1000 on September 19, 2011, which the landlord applied to arrears. The tenant did not pay rent for October 2011. On application by the landlord on October 12, 2011 the total of the landlord's monetary claim for arrears was \$3600 in rent arrears. The tenant has not paid the rent for November 2011. The quantum of the landlord's monetary claim is for **\$4900** in unpaid rent. The landlord also requests an Order of Possession.

The tenant does not dispute that the landlord is owed rent in the approximate amount of \$2900. The tenant claims they have receipts for approximately \$2000, but have not furnished any evidence to this matter. The tenant testified they are preparing to vacate in the coming days.

Analysis

Based on the testimony of the landlord and the tenant, I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied 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**.

I find that the landlord has established a monetary claim for **\$4900** in unpaid rent. The landlord is also entitled to recovery of the **\$50** filing fee, for a total entitlement of **\$4950**.

The security and pet damage deposits will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$4900.00
Less Deposits and applicable interest <i>to date</i>	-1300.00
Total Monetary Award to landlord	\$3650.00

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this **Order of Possession**. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I Order that the landlord retains the security and pet damage deposits \$1300 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$3650**. If necessary, this order may be filed 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: November 07, 2011

Residential Tenancy Branch