



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, MNR, MNSD, OPR

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

### Background and Evidence

Rent in the amount of \$450.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$225.00. The tenant failed to pay rent in the month(s) of December and on December 2, 2011 the landlord served the tenant with a notice to end tenancy.

The start of this tenancy is in dispute. The landlord testified that the tenancy began July 1, 2011.

The tenant testified that the tenancy began August 1, 2011. What is not in dispute is that the tenant owes the landlord the December rent of \$450.00.

### Analysis

The landlord is the applicant in this matter and bears the burden of proof. The landlord was unable to provide any documentation as to when the tenancy began. In addition the landlord stated on two occasions during the hearing that he received the security deposit sometime in July, which clearly shows the tenancy could not have started on July 1, 2011. Based on the testimony of the landlord and the insufficient documentation I find that the tenancy began on August 1, 2011. I find that the tenant was 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. The tenant must be served with the 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.

As for the monetary order, I find that the landlord has established a claim for \$450.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$225.00 deposit. I grant the landlord an order under section 67 for the balance due of \$275.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$275.00. The landlord may retain the security deposit.

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: December 21, 2011.

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Residential Tenancy Branch