



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, MNSD, FF

### 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. Despite having been personally served with the application for dispute resolution and notice of hearing on February 16, the tenant did not participate in the conference call hearing.

### 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

The landlord's undisputed testimony is as follows. The tenant is obligated to pay \$580.00 each month in rent. In January 2009, the tenant paid a \$290.00 security deposit. The tenant failed to pay rent in the month of February 2012 and on February 2 the landlord personally served the tenant with a notice to end tenancy. After having received the notice, the tenant paid all but \$187.00 of the rental arrears.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant did not pay rent for the month of February and on February 2 was served with a notice to end tenancy for non-payment of rent. The tenant did not pay all of 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 is entitled to recover the \$187.00 still owing for February's rent as well as the \$50.00 filing fee paid to bring this application. I order that the landlord retain \$237.00 from the \$290.00 security deposit in full

satisfaction of the claim. The balance of the security deposit should be dealt with in accordance with section 38 of the Act.

Conclusion

The landlord is granted an order of possession and will retain \$237.00 from 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: March 05, 2012

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Residential Tenancy Branch