



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation due to damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This tenancy began September 1, 2010 with monthly rent of \$800.00 and the tenant paid a security deposit of \$400.00.

On February 2, 2012 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenant has not paid the February 2012 rent, February 2012 storage fee and March 2012 rent and currently owes the landlord \$1610.00 in unpaid rent and storage fees. The landlord stated that the tenant's belongings are still in the rental unit and that they had a new tenant but could not rent the unit as the tenant still effectively had possession of the rental unit.

The tenant acknowledged that he owed the landlord the unpaid rent and storage fees and indicated that he had not been able to occupy the rental unit and pay the rent. The tenant stated that he could remove all of his belongings by the end of the day on Wednesday March 7, 2012.

The landlord requested to change the locks so that they could control access to the rental unit and the tenant agreed to this. The parties agreed that the tenant would contact either the building manager or property manager and make arrangements to

remove his belongings. The landlord advised the tenant that any belongings remaining in the rental unit after the end of the day on March 7, 2012 would be placed in storage.

### Analysis

Based on the documentary evidence and testimony of the parties I find that the tenant was properly 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 and a monetary order for unpaid rent.

Accordingly I find that the landlord is entitled to a monetary order for \$1610.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant(s). This Order must be served on the tenant(s) and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$1610.00 in unpaid rent and storage fees. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$400.0 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1260.00**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: March 6, 2012

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Residential Tenancy Branch