



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a townhouse. Pursuant to a written agreement, the month to month tenancy started in 2007. The rent is currently \$800.00 per month and the tenant paid a security deposit of \$345.00 on November 24th, 2006. Based on the Residential

Tenancy Branch interest rate calculator the accrued interest amounts to \$10.62 to date, for a security deposit totalling \$355.62.

The landlord testified that she received partial payment for March 2012 rent on March 31st, 2012, and that \$300.00 remained outstanding. She stated that on April 22nd, 2012, she received payment of \$1100.00 for April 2012 and the March 2012 arrears. The landlord said that the tenant was given previous opportunity to correct the problem with late rent but failed to do so.

The tenant did not dispute the landlord's evidence; she testified that she has only part-time work and has financial setbacks caused by personal hardships.

In her documentary evidence, the landlord provided a copy of the 10 Day Notice to End Tenancy served on the tenant on March 6th, 2012, with an effective date of March 16th, 2012.

Analysis

Section 46(5) of the *Residential Tenancy Act* provides that if a tenant who has received a notice to end tenancy for non-payment of rent does not pay the rent or makes an application for dispute resolution within 5 days, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. The tenant in this matter has not filed an application for dispute resolution. The landlord's Notice to End Tenancy is valid and on that basis the landlord is entitled to an order of possession.

Conclusion

I grant the landlord an Order of Possession effective two days from the date the order is served upon the tenant.

This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Since the landlord was successful, the landlord is entitled to recover the \$50.00 by deducting that amount 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: April 23, 2012.

Residential Tenancy Branch