



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC, O

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to a notice to end tenancy for cause and to keep the security deposit towards unpaid rent.

The notice of hearing was served on the tenant by registered mail. The landlord filed a tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to keep the security deposit towards unpaid rent?

Background and Evidence

The landlord stated that the tenancy started on September 01, 2011. The monthly rent is \$1,600.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$800.00.

The landlord testified that the tenant was repeatedly late paying rent and therefore on June 07, 2012, the landlord served the tenant, with a notice to end tenancy for cause. The reason for the notice is the repeatedly late payment of rent. The tenant did not dispute the notice and agreed to move out. The parties discussed the notice and rent owed and the landlord agreed to allow the tenant additional time to move out. Both parties agreed on a move out date of August 03, 2012. The landlord has applied for an order of possession effective on or before 1:00 pm on August 03, 2012.

The landlord stated that during their discussion, he allowed the tenant to deduct \$400.00 off her rent for July towards moving expenses. The tenant paid \$400.00 towards rent for July and owed the landlord \$800.00. The landlord has applied to retain the security deposit to cover the unpaid rent of \$800.00.

Analysis

Based on the undisputed testimony and documentary evidence of the landlord, I find that the tenant received the notice to end tenancy, on June 07, 2012 and did make application, pursuant to Section 47 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective on or before 1:00 pm on August 03, 2012. The Order may be filed in the Supreme Court for enforcement.

Also, based on the undisputed testimony of the landlord, I further find that the tenant owes rent in the amount of \$800.00 for July. I order that the landlord retain the security deposit to cover this amount.

Conclusion

I grant the landlord an order of possession effective on or before **1:00 p.m. on August 03, 2012.**

The landlord may retain the security deposit towards the recovery of unpaid rent.

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: July 20, 2012.

Residential Tenancy Branch