



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR; MNR; MNSD; FF

### **Introduction**

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that he served the Tenant with the Notice of Hearing documents and copies of his documentary evidence by handing the documents to the Tenant at the rental unit at 6:15 p.m. on November 1, 2012.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence. The teleconference remained open for 15 minutes.

### **Issues to be Decided**

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a monetary award, and if so, in what amount?

### **Background and Evidence**

The Landlord gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on January 1, 2012. Monthly rent is \$500.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$250.00 on January 1, 2012.

On October 8, 2012, the Landlord served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, by handing the Notice to the Tenant at the rental unit.

The Landlord provided a copy of a Decision dated October 29, 2012, in evidence. The Decision indicates that the Tenant had applied to dispute the Notice to End Tenancy but that neither party signed into the Hearing that was scheduled for the Tenant's application. Therefore, the Tenant's application was dismissed with leave to reapply.

The Landlord testified that he has not been served with another Application to dispute the Notice and a search of our electronic data base discloses that the Tenant has not made any other such Application.

The Landlord testified that since filing his Application, the Tenant has paid \$450.00 towards December's rent and that therefore the balance owing is \$200.00 (\$50.00 per month for September, October, November and December's rent).

The Landlord stated that he has told the Tenant that rent is \$500.00, pursuant to the tenancy agreement, but the Tenant continues to pay only \$450.00. The Landlord stated that the Tenant alleges that the Landlord's former building manager agreed to take \$50.00 off monthly rent until a door was installed for the Tenant. The Landlord stated that he has talked to the former building manager who has no recollection of any such agreement. The Landlord testified that there is no notation on the Tenant's file with respect to a rent reduction and that the tenancy agreement has not been amended.

A search of the Residential Tenancy Branch's electronic data base discloses no Decision granting the Tenant a rent reduction in the amount of \$50.00.

### **Analysis**

I accept that the Landlord's affirmed testimony that he served the Tenant with the Notice to End Tenancy on October 8, 2012.

The Tenant did not pay all of the arrears, or file for dispute resolution, within 5 days of receiving the documents. Therefore, pursuant to Section 46(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on October 18, 2012. I find that the Landlord is entitled to an Order of Possession effective 2 days after service of the Order upon the Tenant.

I accept the Landlord's testimony with respect to the unpaid rent and find that the Landlord has established a monetary award for unpaid rent in the total amount of **\$200.00**.

The Landlord has been successful in his application and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit in satisfaction of the Landlord's monetary award, leaving a balance due to the Landlord of NIL. The security deposit is now extinguished.

**Conclusion**

I hereby provide the Landlord an Order of Possession **effective 2 days after service of the Order upon the Tenant**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord has established a monetary award in the amount of \$200.00 for unpaid rent. I find that the Landlord is also entitled to recover the \$50.00 filing fee from the Tenant. The Landlord may apply the security deposit in satisfaction of these amounts, leaving a balance due to the Landlord of NIL. The security deposit is now extinguished.

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 05, 2012.

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Residential Tenancy Branch