



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, OPB, OPR, OPC, 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. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### 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 tenancy began on or about August 1, 2009. Rent in the amount of \$1050.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$525.00. The tenant failed to pay rent in the month(s) of October and on October 2, 2012 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of November and December. Both parties agree that the amount of unpaid rent as of today's hearing is \$1200.00.

The tenant did not dispute the amount as claimed by the landlord but stated the reason for non payment was that the unit was infested with rats and mold and she had spent her limited finances on trying to repair the unit. The tenant was of the belief that the costs she incurred were to be deducted from the rent.

### Analysis

It was explained in detail to the tenant that she is at liberty to file her own application if there are issues she wishes to address in regards to this tenancy. It was further explained that today's hearing would only deal with the matters that the landlord filed for as he was the sole applicant. The tenant indicated that she understood.

I accept the landlord's testimony and I find that the tenant was 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. 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 has established a claim for \$1200.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$525.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$725.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$725.00. The landlord may retain 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: December 11, 2012.

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Residential Tenancy Branch