



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was personally served with the application for dispute resolution and notice of hearing on January 10, 2013 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on January 15, 2012 and ended on February 2, 2013. Rent of \$900.00 is payable monthly as follows: \$450.00 in advance on the 15th and \$450.00 in advance on the 30th day of each month. At the outset of the tenancy, the Landlord collected \$450.00 as a security deposit from the Tenant. The Tenant was in arrears of \$900.00 and failed to pay rent between October 30, 2012 and January 15, 2012, inclusive in the amount of \$2,700.00. It is noted that the Landlord’s rent calculations are

difficult to follow and the Landlord confirmed at the hearing that the amount being sought is \$3,600.00 in total. The Landlord confirmed that he is not seeking unpaid rent for any period in February 2013 and has possession of the unit.

Analysis

Section 26 of the Act requires that rent be paid when it is due under the tenancy agreement. Based on the undisputed evidence of the Landlord, I find that the Tenant failed to pay rent in the amount of **\$3,600.00** and that the Landlord has therefore substantiated an entitlement to this sum. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$3,650.00**. Setting the security deposit of **\$450.00** plus zero interest off the entitlement leaves **\$3,200.00** owing by the Tenant to the Landlord.

It is noted the Landlord has possession of the unit and does not require an Order of Possession.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$450.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$3,200.00**. If necessary, this order may be filed in the Small Claims Court 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: February 04, 2013

Residential Tenancy Branch

