



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 hearing dealt with an Application for Dispute Resolution 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 appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

The parties agreed, the tenancy began on October, 1, 2012. Rent in the amount of \$970.00 and parking in the amount of \$50.00 was payable on the first of each month. A security deposit of \$475.00 was paid by the tenant.

The parties agreed the tenant was served with a notice to end tenancy for non-payment of rent on January 4, 2013, by personal service. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The parties agreed the tenant was in arrears on January 4, 2013, in the amount of \$1,020.00.

The landlord stated the tenant paid \$350.00 on January 10, 2013, \$200.00 on January 13, 2013 and on February 6, 2013, paid a further \$470.00. The landlord stated the tenant has not paid any rent for February 2013.

Analysis

Based on the above, the statement, and evidence, and on a balance of probabilities, I find as follows:

The tenant did not pay the outstanding rent within five days as required by the notice and did not apply to dispute the notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of **\$1,070.00** comprised of unpaid rent, parking fee and the \$50.00 fee paid by the landlord for this application. I grant the landlord an order under section 67 for the above balance.

Further, if the above monetary order remains unpaid at the end of the tenancy the landlord may retain the security deposit to offset this amount pursuant to section 38(3) of the Act.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to pay rent within five days and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, I grant a monetary order for the balance due.

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 07, 2013

Residential Tenancy Branch

