



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING ADVISORY ASSOCIATION  
and [tenant name suppressed to protect privacy]

## **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, for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord stated the Application for Dispute Resolution and Notice of Hearing (the “notices”) were served on the tenant by registered mail on February 28, 2013, a Canada post tracking number was provided as evidence. The landlord’s agent stated she also posted a copy of the notices on the tenant’s door. The tenant did not appear.

I find that the tenant has been duly served in accordance with the Act.

The landlord’s agent gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues 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

Based on the testimony of the landlord’s agent I find that the tenant was served with a notice to end tenancy for non-payment of rent on February 6, 2013, by posting to the door, which was witnessed. 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 landlord’s agent testified on February 28, 2013, they received a partial payment of rent in the amount of \$400.00, from the tenant and they issued a receipt for the use and

occupancy only. The landlord seeks to recover unpaid rent for February 2013, in the amount of \$160.00.

The landlord's agent testified that as a result of the tenant's rent cheque for April 2012, not clearing their account for non-sufficient funds they were charged a service fee of \$25.00, by the bank. The landlord's agent stated that the tenancy agreement provides a term that these fees are recoverable from the tenant. The landlord seeks to recover the amount of \$25.00.

The landlord's agent testified the tenant has not paid any rent for March 2013, and seek to recover unpaid rent for March 2013, the amount of \$560.00.

### Analysis

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

The tenant has not paid the outstanding rent 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 **\$795.00** comprised of unpaid rent for February, March 2013, the non-sufficient fund fee and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the deposit and interest of **\$272.50** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$522.50**.

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 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, and may keep the security deposit and interest in partial satisfaction of the claim. 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: March 19, 2013

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Residential Tenancy Branch

