



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Creekside Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, 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 hearing today. 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 landlord gave the following testimony:

The tenancy began on or about April 1, 2010. Rent in the amount of \$1250.00 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 \$625.00. The tenant failed to pay rent in the month(s) of April 2013 and on April 8, 2013 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of May. The landlord advised that as of today's hearing the amount of unpaid rent is \$625.00 plus \$200.00 in late fees as per their signed tenancy agreement. The late fees have accrued since August 2012. The landlord disputes that any verbal agreement to allow payment of rent after the due date was in place.

The tenant gave the following testimony:

The tenant stated that he does not dispute the amount of unpaid rent or the late fees. The tenant stated that the parties have a verbal agreement to allow the tenant to pay in small installments until he "catches up". The tenant stated that the landlord is lying when she says there is no agreement. The tenant stated that he is making every effort to

catch up in his payments but due to lack of work and some personal circumstances it has taken longer than he would like. The tenant stated he has every intention of paying the rent.

Analysis

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. The tenant did not provide any documentary evidence to support his claim. 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 \$825.00 in unpaid rent and late fees. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$625.00 deposit .I grant the landlord an order under section 67 for the balance due of \$250.00. 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 \$250.00. 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: May 09, 2013

Residential Tenancy Branch