



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OPR

Introduction

The landlord has applied for dispute resolution of a dispute in the tenancy at the above noted address, and requests an Order of Possession, and an order to retain the security deposit.

I accept that the tenant was personally served with the Application for Dispute resolution hearing package, and the 10 day Notice to End Tenancy.

Issues to Be Decided

- Is the Notice to End Tenancy served upon the tenant effective to end this tenancy, and entitle the landlord to an Order of Possession?
- Is there rent money due and payable by the tenant?
- If so, is the landlord entitled to retain the deposit in partial satisfaction of the amount owing?

Background and Evidence

This tenancy began on or about January 27, 2007. Rent is due on the 1st day of each month in the amount of \$2,000.00. A security deposit of \$1,000.00 was paid on January 27, 2007. On May 9, 2013, the landlord served the tenant with a 10-Day Notice to End Tenancy, after the tenant had fallen into arrears. The tenant did not pay the rent or apply for dispute resolution within the required five days of receiving the Notice to End Tenancy. There are now rental arrears of \$9,400.00 owing to the landlord.

Analysis

In the absence of the required rental payment, or a dispute of the notice within the 5 day period set out in the Notice, the tenant is conclusively presumed to have accepted the end of the tenancy agreement on the effective date of the Notice, by virtue of section 46(5)(a) of the Residential Tenancy Act. As the effective date of the Notice has passed, the landlord has established a right to possession.

The landlord is entitled to retain the security deposit in partial satisfaction of the outstanding rent due.

Conclusion

Pursuant to Section 55(2)(b) of the Residential Tenancy Act, I issue an Order of Possession effective 48 hours following service upon the tenant. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

The security deposit including accrued interest to the date of this hearing, totals \$1,029.14. I order, pursuant to section 38(1)(d) that the full amount of the deposit be retained, in partial satisfaction of the rental arrears owed by the tenant to the landlord.

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: June 14, 2013

Residential Tenancy Branch