



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Azizamalco Holdings Canada Ltd DBA Conn Lodge 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 conference call hearing. 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 tenancy began on or about June 1, 2012. Rent in the amount of \$995.00 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 \$495.00. The tenant failed to pay rent in the month(s) of January 2013 - June 2013 and on June 6, 2013 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of July 2013.

The landlord gave the following testimony:

The landlord felt empathy for the tenant as she had lost her job. He was actively looking to find work for the tenant to assist. The landlord stated that he realized the tenant was unable to pay the rent due to a drug problem.

The tenant gave the following testimony:

The tenant stated that she had paid \$200.00 towards the January rent and acknowledges the remaining outstanding amount of \$6765.00. The tenant stated that “there’s a lot more going on here than meets the eye”. The tenant stated the notice given to her was invalid as it was not signed. The tenant stated that she spoke to the Branch and an advocacy group and both told her that the notice was “absolutely invalid”.

### Analysis

I inquired with the tenant as to why she did not provide any documentation such as the unsigned notice. The tenant stated that she didn’t know that she had to and that nobody told her that she was able to dispute the notice. I find the tenant to be contradictory in her testimony. The tenant stated that she had made inquiries to her rights and the options available to her yet when questioned about providing disputing evidence the tenant frequently said “nobody told me”. I explained to the tenant that the notice submitted for this hearing is signed and in accordance with the Act. In the tenant’s own testimony she acknowledged the unpaid rent on three occasions.

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. Based on the above facts and in the absence of any disputing documentation from the tenant 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 \$6765.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order

that the landlord retain the \$497.50 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$6317.50. 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 \$6317.50. 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: July 09, 2013

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Residential Tenancy Branch

