



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ANAVETS Senior Citizens' Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / retention of the security deposit / and recovery of the filing fee. Both parties attended and / or were represented and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on September 1, 2012. The market rent for the unit is \$650.00 per month. The tenant's portion of monthly rent is \$412.00, and it is due and payable in advance on the first day of each month. A security deposit of \$300.00 was collected.

Arising from rent which was unpaid when due on August 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated August 8, 2013. The notice was served by way of posting on the unit door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is August 21, 2013. Subsequently, the tenant paid August rent in full on August 29, 2013. The landlord accepted this late payment for "use and occupancy only."

September's rent was paid on September 26, 2013, and the exact status of October's rent is presently unknown.

Analysis

Based on the documentary evidence and testimony, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated August 8, 2013. The tenant did not pay the full amount of rent outstanding within 5 days of receiving the notice, and did not apply to dispute the notice. The tenant 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. Accordingly, I find that the landlord has established entitlement to an **order of possession**.

As for compensation, I find that the landlord has established entitlement to recovery of the \$50.00 filing fee. I hereby order that this amount may be withheld from the tenant's security deposit at such time as the tenancy ends.

As earlier noted, rent for August and September 2013 has been paid in full, and the status of October's rent is still uncertain.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

I hereby order that the landlord may recover the **\$50.00** filing fee by way of withholding that amount from the tenant's security deposit at the end of tenancy.

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: October 02, 2013

Residential Tenancy Branch

