



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SOUTHVIEW CONSTRUCTION CO LTD,  
VANCOUVER EVICTION SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNR, MNSD, OPR

### Introduction

The landlord applies for an Order of Possession, a Monetary Order; and an order to retain the security deposit.

I accept that the tenant was properly served with the Application for Dispute resolution hearing package by way of registered mail, and the 10 day Notice to End Tenancy by way of registered mail and posting.

### 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 April 1, 2008. Rent is due on the 1<sup>st</sup> day of each month in the amount of \$885.00, which includes the monthly parking cost of \$10.00 . A security deposit of \$437.50 was paid on March 10, 2008. The landlord served the tenant with a 10-Day Notice to End Tenancy on August 30, 2013. The tenant did not pay the rental arrears or apply for dispute resolution within the required five days of receiving the Notice to End Tenancy. Subsequently, on September 27, 2013, the landlord received a rental payment of \$885.00, which has not yet been negotiated. There are now rental arrears of \$2,155.00 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 recover the rental arrears and filing fee from the tenant, and to retain the security deposit in partial satisfaction of the award.

#### 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 landlord is entitled to an award of \$2,205.00, representing the rental arrears of \$2,155.00, and recovery of the \$50.00 filing fee.

The security deposit including accrued interest to the date of this hearing, totals \$442.83. I order, pursuant to section 38(1)(d) that the full amount of the deposit be retained, in partial satisfaction of the monetary award noted above. I further order that the remaining balance of the award due to the landlord, equalling \$1,762.17, be paid immediately.

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 09, 2013

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Residential Tenancy Branch