



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

Both parties participated in the hearing with document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on March 09, 2013. Rent in the amount of \$3700.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1850.00 which the landlord retains in trust. The tenant failed to pay rent in the month of July, August and September 2013 and on September 16, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent dated September 03, 2013 and stating the tenant owed \$11,100.00 as of September 01, 2013. The tenant further failed to pay rent in the month of October 2013. The landlord's monetary claim is for all rent arrears in the sum of \$14,800.00. The tenant acknowledged the forgoing is accurate.

### **Analysis**

Based on the relevant testimony of the landlord and the tenant I find that the tenant was

served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied 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 I find that the landlord is entitled to an **Order of Possession**.

I find that the landlord has established a monetary claim for \$14,800.00 in unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee, for a total entitlement of **\$14,900.00**. The security deposit held by the landlord will be off-set from the award made herein.

### ***Calculation for Monetary Order***

Rent Arrears July, August, September, October 2013	\$14,800.00
Filing Fees for the cost of this application	100.00
Less Security Deposit and applicable interest <i>to date</i>	-1850.00
<b>Total Monetary Award</b>	<b>\$13,050.00</b>

### **Conclusion**

**I grant an Order of Possession** to the landlord **effective 2 days from the day it is served**. The tenant must be served with this 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.

**I Order** that the landlord retain the security deposit of \$1850.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$13,050.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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 28, 2013

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Residential Tenancy Branch

