



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bristol Estates  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security and pet damage deposits / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

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

### Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from June 1, 2013 to May 31, 2014. Monthly rent of \$850.00 is due and payable in advance on the first day of each month. A security deposit of \$425.00 and a pet damage deposit of \$425.00 were both collected.

Arising from rent of \$650.00 which was unpaid when due on October 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated October 2, 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. Subsequently, the tenant made limited payments toward rent of \$500.00 on October 28, and \$500.00 on November 20, and he continues to reside in the unit.

### 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 October 2, 2013. The tenant

did not pay the full amount of outstanding rent 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. In the result, I find that the landlord has established entitlement to an **order of possession**.

As for compensation, I find that the landlord has established a claim of **\$600.00**:

\$150.00: (\$650.00 - \$500.00) *unpaid rent for October*  
\$25.00: *fee assessed for late payment of rent*  
\$350.00: (\$850.00 - \$500.00) *unpaid rent for November*  
\$25.00: *fee assessed for late payment of rent*  
\$50.00: *filing fee*

I order that the landlord retain **\$600.00** from the security deposit and pet damage deposit combined of **\$850.00** (\$425.00 + \$425.00). As to the disposition of the remaining balance of the security deposit and pet damage deposit of **\$250.00** (\$850.00 - \$600.00), the attention of the parties is drawn to section 38 of the Act which speaks to **Return of security deposit and pet damage deposit**.

### 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.

The landlord is hereby ordered that **\$600.00** may be withheld from the combined amount of the security deposit and pet damage 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: November 21, 2013

---

Residential Tenancy Branch

