



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING CHARITABLE ASSOCIATION
and [tenant name suppressed to protect privacy]

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 retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72

Both parties participated in 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 May 2011. Rent in the amount of \$529.00 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 \$450.00 which is retained in trust. The tenant failed to pay all rent owed in the month of November 2013 and on November 04, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of December 2013.

The parties acknowledged that the tenant paid \$200 on November 21, 2013 which the landlord accepted for use and occupancy only. The tenant acknowledged they currently owe the landlord arrears of rent in the amount of \$928.42.

The landlord's monetary claim is for the unpaid rent of \$928.42 and for an Order of Possession effective December 31, 2013.

Analysis

Based on the testimony and document evidence before me I find that the tenant was served with a notice to end tenancy for non-payment of rent. I find the notice valid. The tenant has not paid all 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. I find that the landlord is entitled to an **Order of Possession**.

I also find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee. Any applicable security deposit will be off-set. ***Calculation for Monetary Order***

| | |
|---|-----------------|
| Rental Arrears to date | \$928.42 |
| Filing fee | 50.00 |
| <i>Less applicable security deposit</i> | <i>-450.00</i> |
| Total monetary award to landlord | \$528.42 |

Conclusion

I grant an Order of Possession to the landlord **effective December 31, 2013**. The tenant must be served with this Order. If the landlord serves the tenant with this Order and the tenant fails 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 \$450.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$528.42**. 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: December 13, 2013

Residential Tenancy Branch