



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 on February 01, 2010. 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 parties also have an agreement that the tenant will pay an additional \$20.00 per month until arrears of rent owed to the landlord are paid.

The tenant failed to pay rent 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 – by posting it on the tenant's door and therefore deemed received 3 days later on November 07, 2013, with an effective date of November 17, 2013. The Notice to End

included the rent for of \$529.00 for November 2013 and the balance of the tenant's arrears of rent of \$823.10 - for a stated total of \$1352.10.

The tenant satisfied \$581.00 of the rent arrears on November 27, 2013 which the landlord accepted for *use and occupancy only*. The tenant subsequently satisfied the rent for December 2013 on its due date which the landlord further accepted for *use and occupancy only*.

The landlord seeks an Order of Possession for December 31, 2013, and all arrears of rent owed by the tenant.

Analysis

Based on the testimony and document evidence before and on reflection of the evidence submitted in this matter, 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 did not pay the rent for November 2013 within the prescribed 5 days to do so after receiving the Notice to End and did not apply 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 – November 17, 2013. As a result of the above, I find that the landlord is entitled to an **Order of Possession**.

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

On reflection of the evidence respecting the monetary claims for this application I find as follows. ***Calculation for Monetary Order***

Rent Arrears to November 04, 2013	\$1352.10
<i>Payment toward arrears - November 27, 2013</i>	<i>-581.00</i>
December rent due	529.00
<i>Payment of December 2013 rent as due (\$529 of \$549)</i>	<i>-529.00</i>
<i>Arrears paid with December 2013 rent (\$20 of \$549)</i>	<i>-20.00</i>
Filing fee	50.00
<i>Less applicable security deposit – no applicable interest</i>	<i>-450.00</i>
Total monetary award to landlord	\$351.10

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 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 in the amount 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 **\$351.10**. 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

