



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Westsea Construction Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR MNSD MNDC FF

### Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy, as well as for a monetary order and an order that the landlord comply with the Act. The landlord applied for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

This matter was set for hearing by telephone conference call at 2:30 p.m. on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the landlord. Therefore, as the tenant did not attend the hearing by 2:40 p.m., and the landlord appeared and was ready to proceed, I dismiss the tenant's claim without leave to reapply.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

### Background and Evidence

The tenancy began on June 7, 2013. Rent in the amount of \$840 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 \$420. The tenant failed to pay rent in the month of November 2013 and on November 8, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within five days of having been deemed served with the notice, and he further failed to pay rent in the months of December 2013 and January 2014. The landlord has claimed \$1680 in unpaid rent for those two months.

### Analysis

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent. 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.

As for the monetary order, I find that the landlord has established a claim for \$1680 in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee.

### Conclusion

I grant the landlord an order of possession effective two days from service. The tenant must be served with the 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.

The landlord is entitled to \$1730. I order that the landlord retain the security deposit of \$420 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1310. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: January 3, 2014

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Residential Tenancy Branch

