



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BALAY MANAGEMENT LTD.
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 with their submissions, 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. The tenant advised they are still residing in the rental unit.

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 undisputed evidence is that the tenancy began May 01, 1989. Rent in the total amount of \$1100.00 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 \$267.00. The tenant failed to pay all rent owed and on November 02, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent in the aggregate amount of \$1850.00. The tenant further failed to pay rent in the month of December 2013 and January 2014. The landlord's monetary claim is for the unpaid rent to date.

Analysis

Based on the testimony of both parties and the document evidence 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 to date 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 further find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears to November 2013	\$1850.00
Rent for December 2013	1100.00
Rent for January 2014	1100.00
Filing Fees for the cost of this application	50.00
<i>Less Security Deposit and applicable interest to date</i>	<i>-429.50</i>
Total Monetary Award	\$3670.50

Conclusion

I grant an Order of Possession to the landlord **effective 2 days** from the day it is served on the tenant. 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 deposit and interest of \$429.50 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$3670.50**. 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: January 08, 2014

Residential Tenancy Branch

