



Dispute Resolution Services

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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, MNSD, MNDC

Introduction and Issues to be Decided:

The landlord has applied for an Order for Possession and Monetary Order based upon a Notice To End the Tenancy for non-payment of rent dated December 2, 2013, with an effective date of February 11, 2011. Only D.S. the landlord's agent attended the hearing.

Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

Background and Evidence:

D.S. testified that the tenancy began on April 1, 2011 with rent in the amount of \$ 1,100.00 due in advance on the first day of each month. The tenant paid a security deposit of \$ 550.00 on March 30, 2011 and a pet deposit of \$ 550.00 June 1, 2011. D.S. testified that she served the Notice to End the tenancy on December 2, 2013 by posting it to the tenant's door and the dispute resolution package by handing it to the tenant on December 13, 2013. The landlord testified that the tenant paid all of the outstanding rent except for \$ 350.00 in two instalments on January 3 and January 31, 2014. On each occasion D.S. testified that she issued receipts marked for "use and occupancy only." The landlord testified that the tenant promised to pay the balance of the outstanding rent by February 4, 2014 but that the landlord requested an order for Possession and a monetary Order contingent upon the default of the tenant.

Analysis:

Based on the evidence of the landlord I find that the tenant was personally served with a Notice to End Tenancy for non-payment of rent on December 5, 2013 by posting it to his door on December 2, 2013 and that the application for Dispute Resolution was served on December 13, 2013 by handing it to the tenant. The tenant has not paid all the outstanding rent on time and has not applied for arbitration 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 has established a claim for unpaid rent totalling \$ 350.00 for the balance of February 2014. I allow the landlord's claim for late payment fees for 3 months at \$ 25.00 each month totalling \$ 75.00. The landlord is entitled to recover the \$50.00 filing fee for this application for a total claim \$ 475.000. Based on the above facts I Order the following relief:

- a. The tenant will pay the landlord \$ 475.00 by February 11, 2014,
- b.. If the tenant fails to pay the amount in paragraph a. in full and on time the landlord will execute an Order for Possession effective February 12, 2014 and is permitted to retain \$ 475.00 from the security deposit.

Conclusion:

I granted an Order for Possession effective February 12, 2014 and Ordered that the landlord may retain \$ 475.00 from the security deposit, both which are not to be executed upon unless the tenant is in breach of paragraph a. herein and at that time are to be given credit for any payments actually received. If the tenant completes the payment in paragraph a. herein, the Order to retain \$ 475.00 from the security deposit and Order for Possession are void and unenforceable. The landlord must serve the tenant with this decision and Order both as soon as possible.

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: February 03, 2014

Residential Tenancy Branch

