



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, 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.

I accept the landlord's evidence that despite the tenant having been personally served with the application for Dispute Resolution and Notice of Hearing on January 16, 2014 in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

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 September 01, 2013. Rent in the amount of \$850.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit in the amount of \$425.00 which they retain in trust. The tenant failed to pay all rent due in the month of January 2014 and on January 03, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it on their door – deemed received by the tenant on January 06, 2014. The tenant paid the amount of \$850.00 on January 30, 2014 which the landlord accepted *for use and occupancy only*. The tenant still resides in the unit and further failed to pay rent when due on February 01, 2014. The landlord's monetary claim is for the balance of all unpaid rent inclusive of February 2014 rent. They further seek an Order of Possession.

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 and I find the notice to be valid. The tenant did not pay all of the outstanding rent within the 5 days prescribed in the Notice to End for unpaid 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 – January 16, 2014. As a result, 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 and is entitled to recovery of the filing fee.

Calculation for Monetary Order as follow:

| | |
|--|-----------------|
| Unpaid rent for January 2014 on January 03, 2014 | \$350.00 |
| <i>Paid January 30, 2014</i> | <i>-850.00</i> |
| Unpaid rent for February 01, 2014 | 850.00 |
| Filing fee | 50.00 |
| | |
| Total monetary award to landlord | \$400.00 |

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. 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 \$400.00 from the tenant's deposit in full satisfaction of their monetary claim and administer the remaining security deposit at the end of the tenancy.

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: February 11, 2014

Residential Tenancy Branch