



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR

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;

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.

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 November 01, 2013. Rent in the amount of \$750.00 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 \$325.00. The tenant failed to pay rent in the month of January 2014 and on January 06, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to the door which the tenant acknowledges receiving on the same date. The tenant testified they previously paid \$200.00 which the landlord testified they applied to arrears for December 2013. The tenant did not provide proof of payment of rent. Both parties agreed the tenant further failed to pay rent in the month of February 2014. The landlord's monetary claim is for the unpaid rent.

Analysis

Based on the testimony and document evidence of both parties, and 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. There is no evidence proving the tenant has paid any of the claimed rent or other 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. I find that the landlord is entitled to an **Order of Possession**.

I further find the landlord has established a monetary claim for unpaid rent. Any applicable security deposit will be off-set. ***Calculation for Monetary Order:***

Rental arrears to January 06, 2014	\$750.00
Rent for February 2014	750.00
<i>Less security deposit</i>	<i>-325.00</i>
Total monetary award	\$1175.00

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 the security deposit in the amount of \$325.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$1175.00**. 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: February 05, 2014

Residential Tenancy Branch