



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT GROUP LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPR, MNR, 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 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. The tenant still resides in the 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 tenancy began on June 17, 2013. Rent in the amount of \$1700.00 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 \$850.00 which they retain in trust. The tenant failed to pay all rent owed up to and in the month of December 2013 and the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent owed up to and inclusive of all rent 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 which the tenant received on the same date, stating the tenant owed \$3100.00 in unpaid rent and \$46.62 for utilities. The parties agree that on January 15, 2014 the tenant paid \$500.00 toward rent arrears, however, no rent has been paid since. The landlord's monetary claim is for unpaid rent and utilities.

### **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 has not paid all 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. Therefore, I find that the landlord is entitled to an **Order of Possession**.

I further find that the landlord has established a monetary claim for arrears in rent and utilities. The landlord is also entitled to recovery of the \$50.00 filing fee. The security deposit will be off-set in the monetary award herein. Calculation for Monetary Order is as follows:

|  |                  |
|--|------------------|
| Rental arrears and utilities to January 03, 2014 | \$3146.62        |
| <i>Tenant's payment toward arrears</i>           | <i>-500.00</i>   |
| Filing fee to landlord                           | 50.00            |
| <i>Less applicable security deposit</i>          | <i>-850.00</i>   |
| <b>Total monetary award to landlord</b>          | <b>\$1846.62</b> |

### **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 \$850.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$1846.62**. 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

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Residential Tenancy Branch

