



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coronet Realty Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDS, MNDC, 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; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each 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 January 24, 2013. Rent of \$1,350.00 was payable in advance on the first day of each month and as of February 1, 2014 the rent increased to \$1,379.70. At the outset of the tenancy, the Landlord collected \$675.00 as a security deposit from the Tenant. The Tenant owed arrears and failed to pay rent for January 2013. On January 21, 2014 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the door. The Tenant has not made an application for dispute resolution and has not moved out of the unit. Between February 3 and March 10, 2014 the Tenant paid \$2,500.00 towards the arrears and the Landlord provided receipts for "use and occupancy only". The Tenant agrees that as of today's date she owes \$1,834.40. The Landlord claims this amount.

The Tenant states that the furnace has not been working since December 2013 and that despite informing the Landlord, nothing had been done to repair the furnace. The Tenant states that she has spent increased funds to heat the unit and that this is part of the reason for the arrears. The Landlord states that this is the first time he has heard about the furnace.

Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent (the "Notice") the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Based on the undisputed evidence of rental arrears, I find that the Tenant was given a valid Notice for unpaid rent. The Tenant has not filed an application to dispute the Notice and has not paid the outstanding rent. Given these facts, I find that the Landlord is entitled to an **Order of Possession**. I also find that the Landlord has established a monetary claim for **\$1,834.40** in unpaid rent. The Landlord is entitled to recovery of the **\$50.00** filing fee for a total monetary amount of **\$1,884.40**. Setting the security deposit of \$675.00 plus zero interest off the entitlement leaves **\$1,209.40** owed by the Tenant to the Landlord. The Tenant is at liberty to make a claim for compensation in relation to any negligence of the Landlord in providing a working furnace.

Conclusion

I grant an Order of Possession to the Landlord. 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 \$675.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,209.40**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: March 31, 2014

Residential Tenancy Branch

