



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding UNISON HOLDINGS LTD.
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.

Both parties appeared, gave testimony and were provided the opportunity to make relevant submissions, in writing and orally, and to respond to the submissions of the other party.

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 August 01, 2012. Rent in the amount of \$1125.00 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 \$550.00 which they retain in trust. The tenant failed to pay rent in the months of January, February and March 2014 and in each month the landlord served the tenant with a notice to end tenancy for non-payment of rent for the respective monthly payable amount for a total of \$3375.00. The last notice to end was served on March 03, 2014. The landlord's monetary claim is for the unpaid rent and an Order of Possession.

The tenant testified effectively acknowledging the landlord's claim represents the amount of unpaid rent for 2014.

Analysis

Based on the testimony of both parties 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 the outstanding rent, and acknowledges the arrears of rent. The tenant 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 last notice. As a result I find that the landlord is entitled to an **Order of Possession** and a **Monetary Order** for the unpaid rent.

I also find that the landlord is entitled to recovery of the \$50.00 filing fee. The security deposit will be off-set from the award made herein. ***Calculation for Monetary Order:***

All unpaid rent to March 2014	\$3375.00
Filing fee	50.00
<i>Less applicable security deposit</i>	<i>-550.00</i>
Total monetary award	\$2875.00

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 of \$550.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$2875.00**. 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: March 26, 2014

Residential Tenancy Branch

