



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the *relevant testimonial 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 *agreed* testimony is that the tenancy began on October 15, 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 from the tenant in the amount of \$425.00 and half month's rent for the balance of October 2013. The tenant failed to pay rent in the month of November 2013 and on November 20, 2013 the landlord personally served the tenant with a notice to end tenancy for non-payment of rent. The tenant testified they received the notice on November 20, 2013 and that they did not pay the rent for November 2013 and waited to discuss the matter with the landlord. The tenant further failed to pay all rent owed in the months of December 2013 through to April 2014. The parties testified confirming the following payments:

<i>November 2013</i>	<i>no rent payment made</i>
<i>December 2013</i>	<i>\$700.00</i>
<i>January 2014</i>	<i>\$800.00</i>
<i>February 2014</i>	<i>\$800.00</i>
<i>March 2014</i>	<i>\$800.00</i>
<i>April 2014</i>	<i>no rent payment made</i>

Analysis

Based on the testimony of both parties I find that the tenant was personally 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 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. Based on the above 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 unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. The calculations for a monetary order will be offset by the security deposit held in trust.

Unpaid rent for November 2013	\$850.00
Unpaid rent for December 2013	150.00
Unpaid rent for January 2014	50.00
Unpaid rent for February 2014	50.00
Unpaid rent for March 2014	50.00
Unpaid rent for April 2014	850.00
Filing fee	50.00
<i>Less security deposit held in trust</i>	-425.00
Monetary Order to landlord	\$1625.00

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 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 landlords retain the security deposit \$425.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due

of **\$1625.00**. 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: April 09, 2014

Residential Tenancy Branch

