



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      OPR, MNR, MNSD, 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;
4. A Monetary Order for compensation – Section 67; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail on March 20, 2014 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. At the onset of the Hearing the Landlord withdrew the claim for an order of possession as the Tenant moved out of the unit at the end of April 2014.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on or about 2011. Rent of \$480.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$240.00 as a security deposit from the Tenant. The Tenant failed to pay rent for February 2014 and on February 18, 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 paid the arrears or rent for March and April 2014. The Landlord claims \$1,440.00.

Analysis

Section 46 of the Act requires that upon receipt of a 10 day notice to end tenancy for unpaid rent 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. Where a tenant remains in the unit beyond the effective date of the notice the Landlord is entitled to rent until the date the tenant moved out.

Based on the Landlord's evidence I find that the Landlord has established a monetary claim for **\$1,440.00** in unpaid rent. The Landlord is entitled to recovery of the \$50.00 filing fee for a total monetary amount of **\$1,490.00**. Setting the security deposit of \$240.00 plus zero interest off the entitlement leaves **\$1,250.00** owed by the Tenant to the Landlord.

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 \$240.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,250.00**. 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: May 06, 2014

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Residential Tenancy Branch

