



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific Quorum Properties Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute codes OP MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The owner and the property manager called in and participated in the hearing. The tenant did not appear although he was personally served with the Application for Dispute Resolution and Notice of Hearing on April 5, 2014.

Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

Background and Evidence

This tenancy began on December 1, 2013. The rent is \$1,225.00 due in advance on the first day of each month. The tenant paid a security deposit of \$612.50 on November 25, 2013. The tenant has made only sporadic rent payments during the tenancy. On December 3, 2013 he paid \$1,050.00 in cash. On February 15, 2014 he paid \$500.00. On March 20, 2014 the landlord personally served the tenant with a 10 day Notice to End Tenancy for unpaid rent. The tenant provided a cheque for \$400.00 dated April 7, 2014, but it was returned "NSF". The tenant paid \$420.00 on May 13th. The tenant has made no other payments and he did not file an application to dispute the Notice to End Tenancy. The current amount of rent outstanding, including rent for May is the sum of \$5,380.00.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of 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, as in the present case, 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.

Conclusion

Order of Possession - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$5,380.00 for the outstanding rent from December 1, 2013 to and including rent for May, 2014. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$5,480.00. I order that the landlord retain the deposit and interest of \$612.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4,867.50. 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 22, 2014

Residential Tenancy Branch

