



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **Decision**

**Dispute Codes:** MNR, OPR, MNSD, FF

## **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated February 2, 2014, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and all of the evidence that was served properly has been reviewed. The parties were also permitted to present affirmed oral testimony and submissions during the hearing. In making this decision, I have considered the evidence and testimony provided.

## **Issue(s) to be Decided**

Is the landlord entitled to an Order of Possession for Unpaid Rent?

Is the landlord entitled to monetary compensation for rental arrears owed?

## **Background and Evidence**

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated February 2, 2014 with effective date of February 15, 2014, proof of service and a copy of the tenancy agreement.

The landlord testified that the tenancy began on November 1, 2006, at which time the tenant paid a security deposit of \$\$\$ and Pet Damage Deposit of \$392.50. The landlord testified that the tenant failed to pay all the rent for February 2014 due on February 1, 2014. The landlord testified that the tenant did not satisfy the arrears within 5 days, but made partial payments after the Notice was issued and was given receipts for "use and occupancy only". According to the landlord, along with the \$50.00 accrued late charges, the tenant still owes \$131.00 in arrears, which is being claimed. The landlord

testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

### **Analysis**

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by registered mail. The tenant has not paid the arrears and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act 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 find that the landlord has established a total monetary claim of \$181.00 comprised of \$131.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain this amount from the tenant's security deposit and interest of \$404.71 in satisfaction of the claim leaving a balance due to the tenant of \$223.71.

I hereby grant the tenant a monetary order under section 67 for \$223.71. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and if necessary it may be filed in the Supreme Court and enforced as an order of that Court.

### **Conclusion**

The landlord's application is successful and the landlord is granted an order to retain part of the tenant's security deposit and an Order of Possession. The tenant is granted a Monetary Order for the remainder of the security deposit and interest.

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 16, 2014

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Residential Tenancy Branch

