



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, 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 landlord called in and participated in the hearing. The tenant did not appear although he was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on March 30, 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 June 23, 2013. The rent is \$1,700++0.00 due in advance on the 22nd day of each month. The tenant paid a security deposit of \$850.00 at the start of the tenancy. The tenant did not pay rent for the full rent for January when it was due; he paid only \$700.00 for January. The tenant paid not rent for February and on March 18, 2014 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent by sending it to the tenant by registered mail. The tenant has not paid any rent since the \$700.00 payment in January. He did not file an application to dispute the Notice to End Tenancy and he continues to occupy the rental unit.

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 – The amount currently outstanding for rent is the sum of \$6,100.00. The landlord has applied to retain the tenant's \$850.00 security deposit in partial satisfaction of this claim. After applying the security deposit in partial satisfaction of the unpaid rent there remains due to the landlord the sum of \$5,250.00. The landlord has chosen to claim only \$5,000.00 in this application for dispute resolution and has therefore abandoned a claim for any amount exceeding \$5,000.00. I find that the landlord is entitled to a monetary award in the amount claimed. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$5,050.00 and I grant the landlord an order under section 67 in the said amount. 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 15, 2014

Residential Tenancy Branch

