



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GATEWAY PROPERTY MANAGEMENT CORPORTION
and [tenant name suppressed to protect privacy]

DECISION

RTB-136

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, document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant 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 tenancy began in July of 2011. Rent in the amount of \$725.00 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 \$362.50 which is retained in trust by the landlord. The tenant failed to pay rent in the month of March 2014 and on March 05, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of April 2014; however, this was mitigated by a payment later in the month. The tenant has not paid rent for the month of May 2014. The tenant and landlord agreed that the sum of all unpaid rent currently is \$130.00 arrears, plus the rent for April, and the rent for May 2014 in the total amount of \$1580.00.

Analysis

Residential Tenancy Branch

#RTB-136 (2011/07)



Based on the testimony and document evidence before me I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant did not pay the outstanding rent within the required time to do so and did not apply 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. Despite having paid a portion of rent arrears owed the tenant has not paid all of the owed rent. 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 in the agreed amount of \$1580.00. The landlord is also entitled to recovery of the \$50.00 filing fee. Any applicable security deposit will be off-set.

Calculation for Monetary Order

Rental arrears	\$1580.00
Filing fee	50.00
<i>Less applicable security deposit</i>	<i>-362.50</i>
Total monetary award	\$1267.50

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. 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 security deposit in the amount of \$362.50 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$1267.50**. 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: May 05, 2014

Residential Tenancy Branch