



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HAVEN MANAGEMENT CO LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, 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 and pet deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been personally served with the application for dispute resolution and notice of hearing on March 23, 2014; and, served by *registered mail* sent on March 22, 2014 – each in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof registered mail service and provided a witness in respect to the person service of documents.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **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 August 1, 2014 although it originated in 2006. Rent in the amount of \$3000.00 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 \$725.00 on October 15, 2006, and a pet damage deposit of \$750.00 on February 15,

2007 – both of which the landlord holds in trust. The tenant failed to pay rent in the month of January 2014 in the sum of \$3350.00 and on January 20, 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 February 2014, then did pay \$3000.00 in March 2014, then failed to pay rent in April and for May 2014. The landlord seeks an Order of Possession. The landlord's monetary claim is for the unpaid rent to date.

### **Analysis**

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 has not paid the outstanding rent 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 – January 30, 2014. I find that the landlord is entitled to an **Order of Possession**.

I further find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee.

All deposits will be off-set from the monetary award.

### ***Calculation for Monetary Order***

Rental arrears to January 20, 2014	\$3350.00
Rent for February 2014	1675.00
<i>Less amount paid in March 2014</i>	<i>-3000.00</i>
Rent for April 2014	1675.00
Rent for May 2014	1675.00
Filing fee	100.00
<i>Less security deposit and applicable interest</i>	<i>-748.52</i>
<i>Less pet damage deposit and applicable interest</i>	<i>-746.25</i>
<b>Total monetary award</b>	<b>\$3980.23</b>

### **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 sum of both deposits and the respective applicable interest in the total of \$1494.77 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$3980.23**. 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

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Residential Tenancy Branch

