



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on unpaid rent, a monetary order for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an order of possession and monetary relief?

Background and Evidence

The parties did not have a written tenancy agreement, although during the hearing they agreed to the terms of the oral agreement they have. I note that oral tenancy agreements are permitted under the Act. The parties agreed that rent was to be \$1,500.00 per month, payable on the first day of the month. They agreed the tenancy started in late January of 2014, and the Tenant paid \$600.00 toward all January rent due and a portion went to February rent, but not all February rent was paid. The Tenant paid the Landlord \$300.00 for a security deposit.

Based on the testimony of the Agent and the Landlord, I find that the Tenant was served with a 10 day Notice to End Tenancy for non-payment of rent on April 3, 2014, by posting on the door (the "Notice").

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice by filing an Application for Dispute Resolution.

The Tenant acknowledged receipt of the Notice and testified she had not disputed the Notice and agreed there was unpaid rent in the amount of \$5,932.00 owing to the Landlord for the balance of February rent and rent for March, April and May. The Tenant testified she had paid no further rent than the \$600.00 paid in January.

The Tenant agreed no further rent had been paid and consented to the Landlord amending the amount sought in the Application from \$4,550.00 to \$5,932.00, plus the filing fee for the Application of \$50.00.

The parties discussed the time and move out date and the Landlord consented to a time and move out date as set out below.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the outstanding rent 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.

I find that the Landlord is entitled to an order of possession, and with the consent of the Landlord it will be effective **at 3:00 p.m. on May 30, 2014**. This order must be served on the Tenant and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of **\$5,982.00**, comprised of \$5,932.00, as the balance of rent due for February, and all of March, April and May of 2014, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the security deposit of \$300.00 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$5,682.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant failed to pay rent and did not file to dispute the Notice to End Tenancy. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an order of possession, may keep the security deposit in partial satisfaction of the claim, and is granted a monetary order for the balance due.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 27, 2014

Residential Tenancy Branch

