



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPITAL REGION HOUSING CORPORATION  
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 - Section 38
4. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing and were given opportunity to settle their dispute. In the absence of such avenue both parties were given full opportunity to present all relevant evidence and relevant testimony in respect to their claims and to make relevant prior submission to the hearing and fully participate in the conference call 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 June 01, 1999. Rent in the amount of \$781.00 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 \$350.00 which they retain in trust. The tenant failed to pay all rent in the month of March 2014 and the tenant testified that on March 07, 2014 they received the landlord's notice to end tenancy for non-payment of rent. The tenant testified they did not file an application to dispute the Notice, however they paid the balance of March 2014 rent on March 20, 2014 – for which the landlord provided the tenant with a receipt stating they were accepting the balance of rent for use and occupancy only with notice that they were still seeking to

end the tenancy. The tenant paid rent for April 2014 on April 11, 2014 and no evidence was advanced in respect to rent for May 2014 having not been paid. The available evidence is that all rent owed to date has been satisfied.

### **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 did not pay the outstanding rent or applied for Dispute Resolution to dispute the notice within the prescribed time to do so as stated in the Notice and the Act, and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice – March 17, 2014. As a result I find that the landlord is entitled to an **Order of Possession**, which in light of the rent having been satisfied to date, it is appropriate that the tenancy will end no sooner than the end of May 2014.

I find that the landlord has not established a monetary claim for unpaid rent and this portion of the landlord's claim **is dismissed**. The landlord is entitled to recovery of the \$50.00 filing fee.

### **Conclusion**

**I grant an Order of Possession** to the landlord effective **May 31, 2014**. 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 may retain **\$50.00** of the tenant's security deposit in satisfaction of the filing fee.

The balance of the security deposit must be administered at the end of the tenancy in accordance with the Act.

**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

