



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: OPR, MNR, FF

### Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which the parties agree began on November 01, 2007. Monthly rent is due and payable in advance on the first day of each month. The current monthly rent is \$580.00. A security deposit of \$290.00 was collected on or about November 01, 2007.

Arising from rent which remained overdue on March 31, 2014, the landlord issued a 10 day notice to end tenancy for unpaid rent dated March 31, 2014. The notice was served in-person on that same date. A copy of the notice was submitted in evidence. The tenant does not dispute that no rent was subsequently paid and that rent is currently outstanding in full for each of the 5 months of February, March, April, May and June 2014 [5 x \$580.00 = \$2,900.00].

### Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated March 31, 2014. The tenant did not pay the outstanding rent within 5 days of receiving the notice, and the tenant did not apply to dispute the notice. The tenant 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. Accordingly, I find that the landlord has established entitlement to an **order of possession**.

As for the monetary order, I find that the landlord has established entitlement to a claim of **\$2,950.00**, as follows:

\$2,900.00: *5 months' rent for February, March, April, May & June (5 x \$580.00)*

\$50.00: *filing fee*

Section 72 of the Act speaks to **Director's orders: fees and monetary orders**, and provides in part:

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(a) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Following from all the above, I order the landlord to withhold the security deposit of \$290.00, plus interest of \$5.09 [**total: \$295.09**], and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$2,654.91** (\$2,950.00 - \$295.09).

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,654.91**. Should it be necessary, this order may be served on the tenant, 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: June 02, 2014

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Residential Tenancy Branch

