



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      OP MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord and the tenant called in and participated in the hearing.

### Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

### Background and Evidence

This tenancy began on approximately one year before the landlord acquired the rental property in August, 2013. The landlord and the tenant entered into a new tenancy agreement on September 11, 2013. The rent is \$475.00 due in advance on the first day of each month. The tenant paid a security deposit of \$237.50.00 at the start of the tenancy. The tenant has made few rent payments since September, 2013. The landlord testified that the tenant paid \$700 in October, 2013, \$300.00 on February 28<sup>th</sup> and \$200.00 in April. The landlord served the tenant with a 10 day Notice to End Tenancy on February 4, 2014. The tenant did not file an application to dispute the Notice to End Tenancy. The landlord testified that, inclusive of rent for June the tenant owes \$3,052.00 in unpaid rent. The tenant does not disagree with the landlord's calculation of unpaid rent. The tenant has proposed a payment plan to pay off his rental arrears.

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the

arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

### Conclusion

*Order of Possession* - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

*Monetary Order and Security Deposit* - I find that the landlord has established a total monetary claim of \$3,052 for the outstanding rent, including rent for June. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$3,102.00. I order that the landlord retain the deposit and interest of \$237.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,864.50. This order may be 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 12, 2014

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Residential Tenancy Branch

