



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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 conference call hearing and provided their prior submissions and testimony in the hearing.

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 undisputed evidence is as follows. The tenancy began October 01, 2012. Rent in the amount of \$550.00 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 \$275.00 which they retain in trust. The tenant failed to pay all rent in the month of January 2014 and did not pay rent for April 2014, therefore on April 16, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent claiming that as of April 2014 the tenant owed \$840.00. The tenant confirmed receiving the 10 day Notice on April 16, 2014. The tenant further failed to pay rent in the months of May and June 2014. The parties disagreed in their calculations of unpaid rent and the series of events, but both settled on the amount owing to the end of June 2014 as \$1940.00 - in concert with the landlord's application. The tenant and landlord further agreed that the tenancy would end June 30, 2014, for which the landlord seeks an Order of Possession.

Analysis

Based on the landlords and tenant's testimony, and document evidence, 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 all of the outstanding rent and has not applied 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. None the less, the tenant testified they are vacating at the end of June 2014. Based on the above facts and agreements by the parties I find that the landlord is entitled to an **Order of Possession**.

I also find that the landlord has established a **monetary claim** for unpaid rent. The landlord is also entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein. *Calculation for Monetary Order:*

Rental Arrears to April 16, 2014	\$840.00
Rent for May 2014	\$550.00
Rent for June 2014	\$550.00
Filing Fees for the cost of this application	50.00
<i>Less Security Deposit held</i>	<i>-275.00</i>
Total Monetary Award	\$1715.00

Conclusion

I grant an Order of Possession to the landlord **effective June 30, 2014**. The tenant must be served with this **Order of Possession**. 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 security deposit of \$275.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$1715.00**. 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: June 11, 2014

Residential Tenancy Branch

