



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Muks Kum Oi Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, 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. A Monetary Order for compensation - Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

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 following are undisputed facts: The tenancy began on September 15, 2006. Rent of \$344.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$91.00 as a security deposit from the Tenant. The Tenant owed rental arrears and failed to pay rent for June 2014. On June 6, 2014 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the “Notice”) by mail. The Tenant received the notice sometime in June 2014. The Tenant

has not made an application for dispute resolution and has not moved out of the unit. The Tenant paid all the arrears owed to and including August 2014 and for each payment, the latest of which was on August 27, 2014, the Landlord provided the Tenant with a receipt marked "use and occupancy only". After the first payment on the arrears the Tenant understood through an additional conversation with the Landlord that despite the payments the Landlord was still seeking an end to the tenancy. The Landlord seeks only an order of possession effective September 30, 2014.

Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent (the "Notice") 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 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. Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the Notice by making an application for dispute resolution and the time for making that application has expired.

Based on the undisputed evidence that the Tenant received the Notice before the end of June 2014, that rent was owed as indicated on the Notice and that the Tenant did not dispute the Notice, I find that the Landlord is entitled to an **Order of Possession**. The Landlord is entitled to recovery of the **\$50.00** filing fee and I order the Landlord to deduct this amount from the security deposit of **\$91.00** plus interest to date of **\$2.88**.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. September 30, 2014.

I order the Landlord to retain \$50.00 from the security deposit and interest in full satisfaction of the claim.

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: August 28, 2014

Residential Tenancy Branch

