



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent and a monetary order for rental arrears.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on June 19, 2014, the tenant did not appear.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent?

Is the landlord entitled to monetary compensation for rental arrears owed?

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated June 2, 2014 with effective date of June 15, 2014, a copy of the tenancy agreement and proof of service. The landlord testified that the tenancy began on December 1, 2013, at which time the tenant paid a security deposit of \$525.00 and pet damage deposit of \$525.00. The current rent is \$1,050.00 per month. The landlord testified that the tenant failed to pay \$1,050.00 rent owed for each month including June, July and August 2014.

The landlord stated that a 10-Day Notice had been served by posting it on the door on July 2, 2014. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

The landlord is claiming total arrears of \$3,150.00 and the \$50.00 cost of the application.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid the arrears and did not apply to dispute the Notice and 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. Based on the above facts, I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim of \$3,200.00, comprised of \$3,150.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the tenant's security and pet damage deposit of \$1,050.00 in partial satisfaction of the claim leaving a balance due of \$2,150.00.

I hereby grant the Landlord an order under section 67 for \$2,150.00. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord's application is successful and the landlord is granted a monetary order for rental arrears and an Order of Possession.

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 11, 2014

Residential Tenancy Branch

