



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about September 1, 2013. Rent in the amount of \$850.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$425.00. The tenant failed to pay rent in the month(s) of May 2014 – October 2014. The landlord advised that as of today's hearing the amount of unpaid rent is \$2100.00. The landlord stated that the lease had ended at the end of August and that the tenant continued living in the unit without paying rent or signing a new agreement.

The tenant gave the following testimony:

The tenant stated that she acknowledges the amount of rent owing and agrees with that total and that she was served a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities. The tenant stated that she is in a position to pay the rent if the landlord accepts. The tenant stated that there is very poor communication between her and the landlord.

Analysis

Neither party submitted a copy of the Notice to End Tenancy however both parties gave sworn testimony that there was one issued by the landlord to the tenant and it was not in dispute. In addition, the tenant acknowledged that she has not paid the rent for several months and does not dispute the amount owing to the landlord and is in the process of finding alternative housing.

I accept both parties testimony that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply 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. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the 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.

As for the monetary order, I find that the landlord has established a claim for \$2100.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$425.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1725.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$1725.00. The landlord may retain the security deposit.

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: October 22, 2014

Residential Tenancy Branch

