



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Green Valley Motel
and [tenant name suppressed to protect privacy]

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 called in and participated in the hearing. The tenant did not appear although she was personally served with the Application for Dispute Resolution and Notice of Hearing on September 5, 2014.

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 December 17, 2013. The monthly rent is \$750.00 payable on the 17th of each month. The tenant paid a \$250.00 security deposit on December 17, 2013. The tenancy began as a daily lodging rental on December 13, 2013, but it became a monthly residential tenancy on December 17th. The tenant did not pay the full rent for June when it was due; she paid only \$250.00 and promised to pay the balance but has not done so. The tenant continues to occupy the rental unit although she has paid no rent since June. On June 16, 2014 the landlord personally served the tenant with a 10 day Notice to End Tenancy for unpaid rent. The tenant has not paid rent for June or subsequent months and she did not file an application to dispute the Notice to End Tenancy.

The landlord claimed that the tenant has caused extraordinary damage to the rental unit, but he has not provided evidence to support a claim for damage to the rental unit.

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 \$3,500.00 for the outstanding rent for June, July, August, September and October. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$3,550.00. I find that the landlord's claim for compensation for damage to the rental unit is premature because the tenancy has not yet ended; this portion of the landlord's claim is dismissed with leave to reapply. I order that the landlord retain the deposit and interest of \$250.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3,300.00. 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: October 23, 2014

Residential Tenancy Branch

