



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPB, MNR, MNSD, 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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on September 9, the tenant did not participate in the conference call hearing.

At the hearing, the landlord asked to amend his claim to include a claim for unpaid rent for October. I found that the tenant should reasonably have known that the landlord could not re-rent the unit while he still resided therein and I allowed the amendment.

### Issues to be Decided

Is the landlord entitled to an order of possession?  
Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began several years ago at which time the tenant paid a \$425.00 security deposit. Rent was set at \$880.00 per month, payable in advance on the first day of each month. The Ministry of Employment and Assistance has paid \$440.00 of the tenant's rent each month with the remaining \$440.00 being paid by the tenant.

In July 2014, the tenant failed to pay \$50.00 of his rent and in August he failed to pay \$440.00 of his rent. On August 16, the landlord personally served on the tenant a 10 day notice to end tenancy for unpaid rent (the "Notice"). The tenant did not vacate the unit and in the months of September and October, the Ministry paid \$440.00 in each month which was accepted for use and occupancy only but the tenant failed to pay the balance.

The landlord seeks an order of possession and a monetary order for unpaid rent and loss of income.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant was in arrears when he received the Notice on August 16. The tenant did not dispute the Notice or pay the arrears within 5 days of receipt and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed in the Supreme Court for enforcement.

I find that the tenant failed to pay \$50.00 of his rent in July and \$440.00 of his rent in August. I further find that the landlord lost income in the months of September and October 2014 in the amount of \$440.00 for each of those months as the tenant did not pay full occupational rent. I find that the landlord is entitled to recover the \$50.00 filing fee paid to bring this application.

I award the landlord a total of \$1,420.00. I order the landlord to retain the \$425.00 security deposit in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$995.00. 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 \$995.00. The landlord will 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 29, 2014

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Residential Tenancy Branch

