



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, MND, OPR, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on May 25, 2014. I find the one month Notice to End Tenancy was sufficiently served on the tenant on September 24, 2014. The tenant acknowledged receipt of these Notices. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenant by mailing, by registered mail to where the tenant resides on September 25, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on October 1, 2013. The rent is \$1000 per month payable on the first day of each month. The landlord initially testified the tenant did not pay a security deposit. The tenant disputed this. The landlord subsequently agreed a security deposit of \$500 was paid. I determined the tenant paid a security deposit of \$500 at the start of the tenancy.

There is a dispute as to the amount of rent owing. The landlord testified the tenant has failed to pay the rent for 9 of the 11 months in 2014. The landlord testified the tenant made a \$1000 payment on April 24, 2014 and a \$1000 payment on August 1, 2014. However, the landlord failed to submit into evidence an accounting or a receipt book to support these allegations. The tenant testified he has failed to pay the rent for June, September, October and November only. After hearing the disputed evidence I determined based on the evidence presented that the tenant owes the sum of \$6000 in outstanding rent. The tenant continues to reside in the rental unit. .

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. Further, the tenant has failed to file an Application for Dispute Resolution to dispute the one month Notice to End Tenancy that was served on the Tenant in September. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date.

Accordingly, I granted the landlord an Order for Possession effective November 30, 2014.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent and the sum of \$6000 remains outstanding to the end of November. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. I granted the landlord a monetary order in the sum of \$6000 plus the sum of \$50 in respect of the filing fee for a total of \$6050. I dismissed the claim for the cost of clean-up with liberty to re-apply as that claim is premature. It is possible the tenant will do the clean up and thus the landlord would not have a claim.

Security Deposit

The security deposit held by the landlord totals the sum of \$500. **I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$5550.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: November 06, 2014

Residential Tenancy Branch

