



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Ks and Sy Hung Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for an order for possession, a monetary order and an order to retain the tenant's security deposit in partial satisfaction of the monetary claim. The hearing was conducted by conference call. The landlord attended with his advisor and the tenant called in and participated in the hearing.

### Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Is the landlord entitled to a monetary award and if so, in what amount?

### Background and Evidence

The rental unit is an apartment in Vancouver. There is no written tenancy agreement. The monthly rent is \$850.00 and the tenant paid a security deposit of \$425.00 at the start of the tenancy.

The tenant has failed to pay the rent on time on several occasions during the tenancy. The landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent on November 11, 2014. The tenant acknowledged that she received the Notice to End Tenancy. The tenant has made payments on account of the rental arrears and at the hearing the landlord and the tenant agreed that the current amount of rent outstanding, including rent for December is the sum of \$724.20. The tenant said that she has the money to pay the landlord today. The tenant wished to continue the tenancy, but the landlord does not want the tenancy to continue beyond January 31, 2015 because of the tenant's history of late payment.

### 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. The tenant did not pay the rent in full within the time permitted and the tenant is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. The landlord is not obliged to continue the tenancy in these circumstances

### Conclusion

The landlord requested that I grant an order for possession effective January 31, 2015. Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective January 31, 2015, after service on the tenant. Of course the tenant will be responsible for paying January rent if she remains in the unit after December 31<sup>st</sup>. 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 \$724.20 for the outstanding rent for December. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$774.20. I order that the landlord retain the deposit and interest of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$349.20. 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: December 23, 2014

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Residential Tenancy Branch

