



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF

### Introduction

This is an application filed by the landlord for an order of possession and a monetary order for unpaid rent, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave undisputed testimony. Neither party submitted any documentary evidence. As both parties have attended and have confirmed receipt of the landlord's notice of hearing package, I am satisfied that both parties have been properly served.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?  
Is the landlord entitled to a monetary order?  
Is the landlord entitled to retain the security deposit?

### Background and Evidence

Both parties confirmed in their direct testimony that the tenancy began in December of 2009 and that it was a fixed term tenancy which later became a month to month tenancy. The monthly rent is \$1,100.00 which is payable on the 1<sup>st</sup> of each month and a security deposit of \$550.00 was paid at the beginning of the tenancy in December of 2009.

Both parties confirmed in their direct testimony that the landlord served the tenant with a 10 day notice to end tenancy issued for unpaid rent on November 25, 2014 in person on

November 25, 2014. The notice shows that the tenant failed to pay rent of \$2,210.00 that was due on the 1<sup>st</sup> of November 2014 and an effective end of tenancy date of December 2, 2014. The landlord states that the tenant has not paid all of the rent when it was due and is in arrears as of November 25, 2014 for \$2,210.00. The tenant confirmed that he did not pay any of the rent owed as per the notice nor did he pay the December rent. The tenant stated that he was having financial difficulties and was going to make a partial payment prior to being served with the notice of dispute resolution. The landlord states that since the 10 day notice to end tenancy dated November 25, 2014 was served, no rent has been received from the landlord.

The landlord seeks an order of possession and a monetary order for unpaid rent for \$3,310.00 which consists of rent arrears of \$2,210.00 and unpaid rent for December of \$1,100.00.

### Analysis

I accept the undisputed evidence of both parties and find that the landlord has properly served the tenant with a 10 day notice to end tenancy issued for unpaid rent on November 25, 2014. The tenant based upon his own direct testimony was in arrears and did not pay any rent since the notice was received. The tenant did not apply for dispute resolution to dispute the notice nor pay the amount owed within the allowed time frame. The tenant is conclusively presumed to have accepted that the tenancy was at an end. The landlord is granted 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 claim, I find based upon the direct testimony of the tenant that rent arrears were owed when the 10 day notice to end tenancy was properly served. The tenant confirmed that no rent was paid since the notice was received. The landlord has established a claim for unpaid rent of \$3,310.00 in unpaid rent.

The landlord is entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$550.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$2,810.00. 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 \$2,810.00.  
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: December 18, 2014

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Residential Tenancy Branch

