



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit / pet deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof of registered mail service together with the tracking number for the registered mail.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?
Is the landlord entitled to an Order of Possession?
Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The undisputed evidence is as follows. The tenancy began April 15, 2014 and the landlord testified that the tenant still resides in the rental unit. Rent in the amount of \$1000.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit and pet damage deposit from the tenant in the respective amounts of \$500.00 and 250.00. The tenant failed to pay all

rent owed for the month of August 2014 and on August 08, 2014 the landlord personally served the tenant with a notice to end tenancy for non-payment of rent stating that as of August 01, 2014 the tenant owed \$1790.00. On August 13, 2014 the tenant satisfied \$600.00 of the amount owed and subsequently paid \$200.00 September 01, 2014. On September 29, 2014 the tenant paid \$1000.00, but failed to pay rent in the months of October and November 2014. The landlord seeks a monetary Order for the unpaid rent and an Order of Possession.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid all the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an **Order of Possession**.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The security and pet damage deposits will be off-set from the award made herein.

Calculation for Monetary Order

Rent arrears to August 08, 2014	\$ 1790.00
<i>Rent paid August 13, 2014</i>	<i>-600.00</i>
Rent - September 2014	1000.00
<i>Rent paid September 01, 2014</i>	<i>-200.00</i>
<i>Rent paid September 29, 2014</i>	<i>-1000.00</i>
Rent - October 2014	1000.00
Rent – November 2014	1000.00
Filing Fees for the cost of this application	50.00
<i>Less Security Deposit</i>	<i>-500.00</i>
<i>Less Pet Damage deposit</i>	<i>-250.00</i>
Total monetary award to landlord	\$ 2290.00

Conclusion

I grant an Order of Possession to the landlord **effective 2 days** from the day it is served on the tenant. The tenant must be served with this **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.

I Order that the landlords retain the security and pet damage deposits in the sum of \$750.00 in partial satisfaction of the claim and I grant the landlord an Order under

Section 67 of the Act for the balance due of **\$2290.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 04, 2014

Residential Tenancy Branch

