



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MNR, MNSD, OPR, FF

Introduction:

This was an application by the landlord for an Order for Possession, a Monetary Order and an Order to retain the security deposit in partial satisfaction of the monetary claim. Only the landlord attended the application.

Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

Background and Evidence:

The landlord testified that the tenancy began on September 1, 2014 with rent in the amount of \$ 450.00 due in advance on the first day of each month. The tenant paid a security deposit of \$ 225.00 on September 1, 2014. The landlord testified that he served the Notice to End the tenancy on November 2, 2014 by posting it to the tenant's door and the dispute resolution package by handing it to the tenant on November 17, 2014. The landlord testified that the tenant did not pay November or December's rent until December 3, 2014 and the landlord issued a receipt endorsed "for use and occupation only" thereon. The landlord requested an Order for Possession effective December 31, 2014 and declined to request his filing fee herein.

Analysis:

Based on the evidence of the landlord I find that the tenant was deemed to have been personally served with a Notice to End Tenancy for non-payment of rent on November 5, 2014. I find that the application for Dispute Resolution was served on November 17, 2014. The tenant has not paid all the outstanding rent on time and has not applied for arbitration 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 for possession effective

December 31, 2014 after service on the tenant. I have dismissed all other monetary claims.

Conclusion:

I have granted the landlord an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlord deal with the security deposit in accordance with section 38 of the Act. I have dismissed all other claims. There will not be any recovery of the filing fee. This Decision and all Orders must be served on the tenant as soon as possible.

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 15, 2014

Residential Tenancy Branch

