



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Codes: MNR, MNSD, MND, 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's agent attended the application.

### Issues:

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

### Background and Evidence:

The landlord's agent JT testified that the one year fixed term tenancy began on August 1, 2014 with rent in the amount of \$ 800.00 due in advance on the first day of each month. The tenant paid a security deposit of \$ 400.00 on July 31, 2014. JT testified that she served the Notice to End the tenancy on October 2, 2014 by posting it to the tenant's door and the dispute resolution package by sending it by registered mail to the tenant on October 24, 2014. JT testified that the arrears from September through October are \$ 1,600.00 and that the tenant had not paid any rent for November. JT testified that based upon what other tenants have informed her, the landlord believes the tenant abandoned the unit by November 19, 2014. The landlord also made a claim for possible cleaning costs amounting to \$ 94.75 although JT admitted that the landlord had not entered the suite yet and did not know what the actual cleaning costs were. After being cautioned that such a claim is not permissible unless the landlord actually knew if cleaning was required and how much cleaning costs actually were, JT withdrew this claim.

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 October 5, 2014 by posting it to the door on October 2, 2014. I find that the application for Dispute Resolution was deemed to have been served on October 29, 2014 by registered mail. 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 two days after service on the tenant. I find that the landlord has established a claim for unpaid rent totalling \$ 1,600.00 and the filing fee of \$ 50.00 for a total claim of \$ 1,650.00.

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 retain the deposit and interest of \$ 400.00 and I grant the landlord an order under section 67 for the balance due of **\$ 1,250.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenant as soon as possible. The landlord has leave to reapply for loss of revenue, actual cleaning and other expenses.

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 01, 2014

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Residential Tenancy Branch

