



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Alouette Home Start Society and Alouette Heights Supportive Housing  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, OBB, MND, MNSD

### Introduction

This was the hearing of an application by the landlord for an order for possession, a monetary order and an order to retain the tenant's security deposit in satisfaction of the monetary claim. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenant did not attend, although she was personally served with the application and Notice of Hearing

### Issue(s) to be Decided

Is the landlord entitled to an order for possession

Is the landlord entitled to a monetary order in the amount held as a security deposit?

### Background and Evidence

The rental unit is an apartment in supportive housing facility. The tenancy began in 2012. The tenant paid a security deposit of \$187.50 on July 30, 2012 and she paid \$20.00 as a pet damage deposit sometime thereafter.

The landlord personally served the tenant with a one month Notice to End Tenancy for cause on November 25, 2014. The Notice to End Tenancy required the tenant to move out of the rental unit by December 31, 2014. The tenant did not apply to dispute the Notice to End Tenancy and she has not moved out of the rental unit. The landlord has requested an order for possession pursuant to the Notice to End Tenancy. The landlord also claimed a monetary award for damage and to replace a key fob. The landlord's representative testified that the refrigerator in the rental unit must be replaced at a cost of \$630.00 because of the tenant's neglect and careless use of the existing refrigerator. The landlord has also claimed \$25.00 as the cost of a replacement key fob. The landlord requested that its claim be reduced to the amount of the deposit that it holds and an order be made awarding the deposit to the landlord.

### Analysis

The *Residential Tenancy Act* provides by section 47(4) that a tenant who has been served with a Notice to End Tenancy for cause may apply to dispute the Notice to End Tenancy within 10 days after the date that the tenant receives the Notice. If the tenant does not dispute the Notice to End Tenancy, she is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must move out by that date. The tenant did not dispute the Notice to End Tenancy.

### Conclusion

*Order of Possession* - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

*Monetary Order and Security Deposit* – I allow the landlord's claim for a monetary award in the reduced amount of \$207.50. I order that the landlord retain the deposits totalling \$207.50 in full and final satisfaction of the monetary claim.

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: January 30, 2015

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Residential Tenancy Branch

