



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

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 - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that Tenant RJ was served in person with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Act. The Landlord did not serve the Tenant MV with the application for dispute resolution or notice of hearing. Neither Tenant participated in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord stated that it was only seeking an order of possession and withdrew its claim for a monetary order.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The tenancy began on May 1, 2014. Rent of \$720.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$360.00 as a

security deposit from the Tenant. The Tenant owed arrears and failed to pay December 2014 rent. On December 16, 2014 the Landlord served the Tenant in person with a 10 day notice to end tenancy for unpaid rent (the "Notice") of \$1,310.00 due December 1, 2014. The Tenant made some payments towards the arrears and the Landlord provided the Tenant with receipts for use and occupancy on those payments. The Tenant has not made an application for dispute resolution and has not moved out of the unit.

Analysis

Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the Notice by making an application for dispute resolution and the time for making that application has expired. Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent (the "Notice") the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch.

Based on the Landlord's evidence I find that the Tenant was given a valid Notice for unpaid rent. The Tenant has not filed an application to dispute the Notice and has not paid the outstanding rent within the time required. Given these facts, I find that the Landlord is entitled to an **Order of Possession**. The Landlord is also entitled to recovery of the \$50.00 filing fee and I order the Landlord to retain this amount from the security deposit of \$360.00.

Conclusion

I grant an Order of Possession to the Landlord. 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 the Landlord to retain \$50.00 from the security **deposit** of \$360.00 in full satisfaction of the 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: February 26, 2015

Residential Tenancy Branch

