



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, CNR, FF

### Introduction

This hearing dealt with two related applications. One was the landlord's application for an order of possession based upon a 10 Day Notice to End Tenancy for Non-Payment of Rent, a monetary order and an order permitting retention of the security deposit in partial satisfaction of the claim. Although served with the landlord's application for dispute resolution and notice of hearing by personal service and being the applicant on her own application, the tenant did not appear.

### Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, on what terms?
- Is the landlord entitled to a monetary order and, if so, in what amount?

### Background and Evidence

The landlord testified that this tenancy commenced July 1, 2014. The monthly rent of \$595.00 is due on the first day of the month. The tenant paid a security deposit of \$297.50.

The landlord testified that over the course of the tenancy the tenant made the following payments towards rent:

MONTH	PAYMENT MADE	SHORTFALL/OVERPAYMENT
July	\$595.00	\$ 0.00
August	\$500.00	\$ 95.00
September	\$385.00	\$210.00
October	\$600.00	+ \$5.00
November	\$500.00	\$ 95.00
December	\$600.00	+ \$5.00
January	\$500.00	\$ 95.00
February	\$300.00	\$295.00
March	\$ 0.00	\$595.00

Total Arrears		\$1550.00

The landlord had only claimed arrears of rent in the amount of \$1440.00 on his application for dispute resolution and he stated that he was content with that amount.

The landlord issued and posted a 10 Day Notice to End Tenancy for Non-Payment of Rent on February 4, 2015. The tenant filed her application disputing the notice on February 10, 2015, but did not serve the landlord until March 7, 2015, when her application for dispute resolution and evidence package were slid under his door.

### Analysis

I find that there were arrears of rent owed when the 10 Day Notice to End Tenancy was issued and served on the tenant; that the tenant did not pay the arrears within the time limit for doing so; and that therefore the landlord is entitled to an order of possession effective two days after service on the tenant.

I also find that the landlord has established a total monetary claim of \$1490.00 comprised of arrears of rent in the amount of \$1440.00 and the \$50.00 fee paid by the landlord for this application. Pursuant to section 72 I order that the landlord retain the security deposit of \$297.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1192.50.

### Conclusion

- a. An order of possession has been granted to the landlord. If necessary, this order may be filed in the Supreme Court and enforced as an order of that court.
- b. A monetary order has been granted to the landlord. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that court.
- c. The tenant's claim is dismissed without leave to re-apply.

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: March 12, 2015

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Residential Tenancy Branch

