



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid rent or utilities, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing, by registered mail, on February 27, 2015. A Canada post tracking number was provided as evidence of service, the tenant did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

The landlord gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on April 1, 2013. Rent in the amount of \$700.00 was payable on the first of each month. A security deposit of \$350.00 was paid by the tenant. The landlord stated that during the tenancy rent was lowered to \$600.00 per month.

The landlord testified that the tenant has a disability and they have tried to work with the tenant's outreach worker and the tenant's mother to resolve the issue of unpaid rent.

However, the tenant has not paid any rent for November, 2014, December 2014, January 2015, February 2015, and March 2015.

The landlord testified that they thought they had an agreement with the tenant's mother that they would pay the outstanding rent for 2014 in the amount of \$1,200.00.

The landlord testified that was why when they issued the notice to end the tenancy for non-payment of rent; it was rent for the months of January 2015, and February 2015. The landlord stated that they served the tenant with a notice on February 5, 2015, by posting to the door of the rental unit. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord testified that the tenant's mother did not pay the rent outstanding for 2014 as agreed and the tenant did not pay rent for January 2015, February 2015, and March 2015. The landlord seeks an order of possession and a monetary order for unpaid rent in the amount of \$3,000.00.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, 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.

I accept the evidence of the landlord that the tenant failed to pay rent for the above mentioned dates. I find that the landlord has established a total monetary claim of **\$3,050.00** comprised of unpaid rent and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of **\$350.00** in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$2,700.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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 20, 2015

Residential Tenancy Branch

