



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, MNDC, 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
4. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing. The tenant acknowledged receiving the Notice of Hearing package. Each party was given full opportunity to present all *relevant* document evidence and in testimony in respect to the claims and to make *relevant* prior submissions of evidence to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on January 30, 2015. Rent in the amount of \$850.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$425.00. The tenant failed to pay all rent when due in the month of February 2015 – paying \$325.00 on February 02, 2015, and on February 03, 2015 the landlord personally served the tenant with a

notice to end tenancy for non-payment of rent stating the rent owed for February was \$850.00. The parties acknowledge the tenant then paid \$400.00 toward the rent arrears on February 13, 2015, however ultimately failed to pay the remaining balance of \$125.00 for February 2015, and did not satisfy rent in the following month of March 2015.

The parties also provided an abundance of contrasting testimony in respect to their communications, irrelevant to this matter.

### **Analysis**

Based on the *relevant* evidence of both parties I find that the tenant was served with a Notice to End tenancy for non-payment of rent and I find the notice to be valid. The tenant did not apply for Dispute Resolution to dispute the notice, or pay the outstanding rent, within the required time stipulated in the Notice to End 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 of Possession**. However, it must be known that it is available to the parties to turn minds to compromise and mutually resolve their differences.

I also find that the landlord has established a **monetary claim for unpaid rent**. The landlord is also entitled to recovery of the \$50.00 filing fee. The security deposit will be off-set from the monetary award made herein.

#### *Calculation for Monetary Order*

Unpaid rent for February 2015	\$125.00
Unpaid rent for March 2015	\$850.00
Filing Fee for the cost of this application	50.00
<i>Less Security Deposit</i>	<i>-425.00</i>
<b>Monetary Award to landlord</b>	<b>\$600.00</b>

### **Conclusion**

**I grant** an Order of Possession to the landlord **effective 2 days** from the day it is served on the tenant. If the landlord determines to end the tenancy, 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** that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$600.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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 24, 2015

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Residential Tenancy Branch

