



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CALDON APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to the notice to end tenancy for nonpayment of rent. The landlord also applied for a monetary order for unpaid rent and the filing fee, and to retain the security deposit in partial satisfaction of the claim.

The notice of hearing was served on the tenant in person on March 14, 2015. The landlord testified that he also served his evidence package to the tenant in person on March 18, 2015. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order for rent and the recovery of the filing fee?

Background and Evidence

The tenancy in this unit started on June 01, 2005. The current monthly rent is \$937.00 due in advance on the first of each month.

The landlord stated that the tenant was late paying rent a few times and failed to pay rent on March 01, 2015. On March 02, 2015; the landlord served the tenant with a notice to end tenancy for unpaid rent in the amount of \$937.00 plus the late fee. The tenant did not dispute the notice and made a payment towards the outstanding rent on March 31, 2015. The tenant also paid rent for April by personal cheque. The landlord issued receipts for use and occupancy only. At the time of the hearing, the landlord stated that the tenant did not owe rent subject to the clearing of his personal cheque for rent for April 2015.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent on March 02, 2015 and did not pay full rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the notice. Pursuant to section 55(2) I am issuing a formal order of possession effective on or before 1:00 pm on April 30, 2015. The order may be filed in the Supreme Court for enforcement.

Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$50.00. I allow the landlord to retain \$50.00 from the security deposit and return the balance to the tenant at the end of tenancy, in accordance with s.38 of the *Residential Tenancy Act*.

Conclusion

I grant the landlord an order of possession effective on or before 1:00 pm on April 30, 2015. The landlord may retain \$50.00 from the security deposit towards the recovery of the filing fee.

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: April 02, 2015

Residential Tenancy Branch

