



# 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 by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by having a witness present when personally serving them on March 17, 2015. I found that the tenants had been properly served the landlords evidence and with the notice of the landlord's claim and the date and time of the hearing in accordance with the Rules of Procedure and Section 89 of the Act and the hearing proceeded in their absence. The landlord gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about August 1, 2008. Rent in the amount of \$2460.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1150.00. The landlord stated that the tenant fell behind several times during the tenancy. The landlord stated that she had great compassion for the tenant as his wife left him and their two small children. The landlord stated that she was trying to work with the tenant to catch up on his rental arrears. The landlord stated that the tenant had made attempts to catch up but had fallen so far behind that she had to issue a notice

to end the tenancy. The landlord advised that the tenant was four months behind in paying and on March 6, 2015 in the presence of a witness served the tenant with a notice to end tenancy for unpaid rent. The tenant also failed to pay rent for the month of April. The landlord advised that as of today's date the amount of unpaid rent is \$12180.00.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice 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. The tenant must be served with the 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.

As for the monetary order, I find that the landlord has established a claim for \$12180.00 in unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee. I order that the landlord retain the \$1150.00 security deposit and the \$7.21 in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$11122.79. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$11122.79. The landlord may retain the security deposit.

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 22, 2015

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Residential Tenancy Branch

