



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This is an application for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, and a request for a Monetary Order for outstanding rent. The applicant is also requesting recovery of the filing fee and request in order to keep the full security deposit towards the claim.

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicants agent testified that the respondent was served with notice of the hearing by personal service on March 23, 2015 however the respondent did not join the conference call that was set up for the hearing, and I therefore conducted the hearing in the respondent's absence

All testimony was taken under affirmation.

Issue(s) to be Decided

- Does the applicant have the right to an Order of Possession?
- Has the applicant established a monetary claim against the respondent, and if so in what amount?

### Background and Evidence

This tenancy began on September 30, 2014 with a monthly rent of \$650.00 and a security deposit of \$325.00 was collected.

The tenant failed to pay the full March 2015 rent, and therefore on March 3, 2015 the tenant was personally served with a 10 day Notice to End Tenancy for nonpayment of rent in the amount of \$450.00.

The tenant failed to pay any of that outstanding rent, did not file a dispute of the notice, and failed to vacate the rental unit, and therefore on March 23, 2015 the landlord applied for dispute resolution.

The landlord is requesting an Order of Possession for as soon as possible and a Monetary Order for outstanding rent to the end of April 2015 totaling \$1100.00.

### Analysis

It is my finding that the landlord has shown that the tenant failed to pay \$450.00 of the March 2015 rent and was properly served with a 10 day Notice to End Tenancy.

It is also my finding that the tenant has failed to comply with that notice and the time period in which to dispute the notice as well past, and therefore the landlord has the right to an Order of Possession.

It is also my finding that, as of today's date, the tenant has failed to pay \$450.00 of the March 2015 rent, and has failed to pay the full April 2015 rent of \$650.00, and therefore I allow the landlord's request for an order for the outstanding rent totaling \$1100.00.

I also allow the request for recovery of the \$50.00 filing fee.

### Conclusion

I have issued an Order of Possession pursuant to Section 55 of the Residential Tenancy Act that is enforceable two days after service on the tenant.

I have allowed a monetary claim of \$1150.00 and I therefore Order that the landlord may retain the full security deposit of \$325.00, and I've issued a Monetary Order pursuant to section 67 of the Residential Tenancy Act, for the tenant to pay \$825.00 to the landlord.

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 29, 2015

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Residential Tenancy Branch

