



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Codes: MNR, MNSD, OPR, FF

### Introduction:

This was an application by the landlord for an Order for Possession, a Monetary Order and an Order to retain the security deposit in partial satisfaction of the monetary claim. Only the landlord attended the application.

### Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

### Background and Evidence:

The landlord's agent GC testified that the tenancy began on September 1, 2013 with rent in the amount of \$ 2,200.00 due in advance on the first day of each month. The tenant paid a security deposit of \$ 1,100.00 pursuant to a previous tenancy in 2011. The landlord's agent testified that he served the Notice to End the tenancy on March 2, 2015 by sliding it under the tenant's door and the dispute resolution package by registered mail addressed to the tenant on January 24, 2014. GC testified that the tenant telephoned the landlord several times and acknowledged receipt of the Notice to End the Tenancy on March 9, 2015. GC testified that he notified the tenant several times by telephone of the hearing and texted him a copy of the front page of the Hearing Notice. GC testified that the hearing package was returned to him as not delivered on April 9, 2015. The landlord's agent testified that the arrears from March through April 2015 were \$ 4,400.00.

### Analysis:

I find that the application for Dispute Resolution was deemed to have been served on March 23, 2015 by registered mail. I find that the Notice to End the Tenancy has been sufficiently served in accordance with section 71(2) of the Act by March 5, 2015.

The tenant has not paid all the outstanding rent on time and has not applied for arbitration 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 for possession effective two days after service on the tenant. I find that the landlord has established a claim for unpaid rent totalling \$ 4,400.00 and the filing fee of \$ 50.00 however as the landlord has only specified \$ 3,300.00 in the Application for Dispute Resolution I allow only that amount inclusive of the filing fee.

Conclusion:

I have granted the landlord an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlord retain the deposit and interest of \$ 1,100.00 and I grant the landlord an order under section 67 for the balance due of **\$ 2,200.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court. I have dismissed with leave to reapply the balance of the landlord's monetary claim. This Decision and all Orders must be served on the tenant as soon as possible.

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 20, 2015

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Residential Tenancy Branch

