



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bristol Estates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, 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; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing in person on April 15, 2015 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

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 April 1, 2014. Rent of \$950.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$475.00 as a security deposit and \$475.00 as a pet deposit from the Tenant. The tenancy agreement

provides for a \$25.00 late rent fee. The Tenant failed to pay full rent for April 2015 and on April 2, 2015 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the door for \$640.00 in unpaid rent. The Tenant has not made an application for dispute resolution and has not moved out of the unit. The Tenant paid \$760.00 towards the arrears between April 9 and May 1, 2015 and continues to owe \$830.00 for May 2015 rent. The Landlord gave the Tenant receipts for the payments indicating acceptance for "use and occupancy only". The Landlord claims \$830.00 plus two late fees for April and May 2015 late rent payments.

Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent (the "Notice") the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the Notice by making an application for dispute resolution and the time for making that application has expired.

Based on the Landlord's evidence I find that the Tenant was given a valid Notice, deemed to have been received on April 5, 2015. The Tenant has not filed an application to dispute the Notice and has not moved out of the unit. Given these facts, I find that the Landlord is entitled to an **Order of Possession**. I also find that the Landlord has established a monetary claim for **\$830.00** in unpaid rent and **\$50.00** for two late rent fees. The Landlord is entitled to recovery of the **\$50.00** filing fee for a total monetary amount of **\$930.00**. Deducting this amount from the combined security and pet deposit of \$950.00 leaves \$20.00 remaining to be dealt with at the end of the tenancy.

Conclusion

I grant an Order of Possession to the Landlord. 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 deduct \$930.00 from the security and pet **deposit** and interest of \$950.00 in full satisfaction of the claim.

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: May 27, 2015

Residential Tenancy Branch

