



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TREATY DEVELOPMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, 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 recover the filing fee for this application - Section 72.

I accept the landlord's testimonial evidence that despite the tenant having been personally served with the application for dispute resolution and notice of hearing on April 03, 2015 in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord testified that the tenant still resides in the rental unit.

The landlord testified that they served the tenant with all the evidence they also provided to this hearing: namely copies of the 10 Day Notice to End Tenancy for Unpaid Rent, a rent payment ledger, and the tenancy agreement. The hearing proceeded on the merits of the landlord's claims. 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 undisputed testimony and the document evidence of the landlord is that the

tenancy began on October 10, 2014 as a month to month tenancy agreement. Rent in the amount of \$920.00 is payable in advance on the first day of each rental period falling on an *undisclosed* day of each month. At the outset of the tenancy, the landlord collected a security deposit and a pet damage deposit from the tenant in the sum amount of \$920.00. The landlord claims the tenant failed to pay rent in the month of March 2015 and on March 12, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to their door. The tenant did not pay any rent in the month of March 2015, however paid the landlord \$1000.00 within April 2015, and has failed to pay any rent in the month of May 2015.

Analysis

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant did not pay the outstanding rent within the prescribed time to do so and has not applied 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**.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent for March 2015	\$920.00
Rent owed to landlord April 2015	\$920.00
<i>Paid to landlord in April 2015</i>	<i>-\$1000.00</i>
Unpaid rent for May 2015	\$920.00
Filing Fees for the cost of this application	50.00
<i>Minus security and pet damage deposits held</i>	<i>-\$920.00</i>
Total Monetary Award	\$890.00

Conclusion

I grant an Order of Possession to the landlord **effective 2 days** from the day it is served on the tenant. 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 retain both deposits of \$920.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the amount of

\$890.00. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 13, 2015

Residential Tenancy Branch

