



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MDSD & FF

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was sufficiently served on the Tenant on by posting on April 7, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the tenant by mailing, by registered mail to where the tenant resides on May 6, 2015. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on March 1, 1996. The present rent is \$1170 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$367.50 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of April, May and June and the sum of \$3612 remains owing for rent and late fees. The tenant(s) have remained in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession. **With the consent of the parties I set the effective date of the Order for Possession for July 7, 2015.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of April, May and June and the sum of \$3612 remains owing for rent and late fee. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. **I granted the landlord a monetary order in the sum of \$3612 plus the sum of \$50 in respect of the filing fee for a total of \$3662.**

Security Deposit:

I dismissed the claim to retain the security deposit with liberty to re-apply as the parties have reached a settlement which may result in the reinstatement of the tenancy.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

Settlement:

The tenant represented that she could pay the rent arrears, late fees and filing fee totaling \$3662 by June 26, 2015 and the rent for July in the sum of \$1204 (including a \$25 late fee) by July 4, 2015. The landlord agreed that if the tenant makes the payments as represented the landlord will reinstate the tenancy and will not enforce the Order for Possession and monetary order. However, if the tenant fails to make one or both of the payments that landlord retains the right to enforce the Order for Possession and monetary order.

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: June 17, 2015

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Residential Tenancy Branch

