



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sutton Advantage Property Management  
and [tenant name suppressed to protect privacy]

## **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. Both the landlord's agent GG and the tenant attended the application.

### Issues:

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

### Background and Evidence:

The landlord's agent testified that the tenancy began on October 15, 2005 with rent in the amount of \$ 823.00 due in advance on the first day of each month less a \$ 75.00 credit for maintenance done by the tenant. The tenant paid a security deposit of \$ 342.50 on October 19, 2005. The landlord's agent testified that he served the Notice to End the tenancy and the dispute resolution package by registered mail. The landlord's agent testified that the arrears from November 2014 through June 2015 were \$ 3,947.00.

The tenant admitted the amount owing but was not able to pay the complete amount. The tenant proposed that he be permitted to repay the arrears and ongoing rent by making payments of \$ 1,023.00 commencing on August 1, 2015.

The parties discussed a settlement but were not able to resolve this matter during the hearing.

### Analysis:

Based on the evidence of GG and with reference to Canada Post's web site, I find that the tenant was personally served with a Notice to End Tenancy for non-payment of rent

on April 10, 2014, and the application for Dispute Resolution on May 1, 2015 by registered mail.

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 \$ 3,937.00 and the filing fee of \$ 50.00.

Hopefully the parties will have ongoing settlement discussions and the landlord will not need to execute the Orders obtained at this hearing.

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 \$ 354.63 and I grant the landlord an order under section 67 for the balance due of **\$ 3,642.37**. This order may be filed in the Small Claims Court and enforced as an order of that Court. 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: June 09, 2015

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Residential Tenancy Branch

