Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RPM INTL. DEVELOPMENT GROUP CO.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid rent or utilities, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing, by registered mail on May 13, 2015, the tenant did not appear. A Canada post tracking number was provided as evidence of service. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?
Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlords' agent testified that all tenants were given notice the the ownership of property had been changed effective February 27, 2015. Filed in evidence is a copy of the letter.

The landlords' agent testified that they served the tenant with a notice to end tenancy for non-payment of rent on April 3, 2015, by posting to the door, which was witnessed

and photographed. Filed in evidence is a copy of the notice and a photograph, which supports the landlords' position. I find a notice served in this manner is deemed served three days later.

The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlords' agent stated the tenant did dispute the notice and did not pay the outstanding rent and has not paid any rent for May 2015 and June 2015. The landlord seeks an order of possession and a monetary order in the amount of $4,335.00.

The landlords' agent testified that the tenancy records showed the tenant paid a security deposit of $440.00.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of **$4,385.00** comprised of unpaid rent as noted above and the $50.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of **$440.00** in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **$3,945.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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 23, 2015

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Residential Tenancy Branch