



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      mndc, mnr, mnsd, opr, ff

### Introduction

The landlord has applied for dispute resolution of a dispute in the tenancy at the above noted address, and requests an Order of Possession, a Monetary Order; and an order to retain the security deposit.

I accept that the tenant was properly served with the Application for Dispute resolution hearing package by way of registered mail, and the 10 Day Notice to End Tenancy personally.

### Issues to Be Decided

- Is the 10 Day Notice to End Tenancy effective to end this tenancy, and entitle the landlord to an Order of Possession?
- Is there rent money due and payable by the tenant?
- If so, is the landlord entitled to retain the deposit in partial satisfaction of the amount owing?

### Background and Evidence

This tenancy began on or about December 1, 2014. Rent is due on the 1<sup>st</sup> day of each month in the amount of \$760.00. A security deposit of \$335.00 was paid. The landlord served the tenant with a 10-Day Notice to End Tenancy, after not receiving several months of rent, or a required utility payment. The tenant did not pay the rent or apply for dispute resolution within the required five days of receiving the Notice to End Tenancy. The sum of \$2,802.76 is now owed to the landlord, representing the unpaid rent of \$760.00 for the months of March, April, May and June, as well as utilities of \$122.76.

### Analysis

In the absence of any payment or of a dispute of the notice within the 5 day period set out in the Notice, the tenant is conclusively presumed to have accepted the end of the tenancy agreement on the effective date of the Notice, by virtue of section 46(5)(a) of

the Residential Tenancy Act. As the effective date of the Notice has passed, the landlord has established a right to possession.

The landlord is entitled to recover the full sum owed (\$2,802.76) and the filing fee (\$50.00) from the tenant, and to retain the security deposit in partial satisfaction of the award.

#### Conclusion

Pursuant to Section 55(2)(b) of the Residential Tenancy Act, I issue an Order of Possession effective 48 hours following service upon the tenant. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

The sum of \$2,852.76 is owed by the tenant. I order pursuant to section 38(1) that the full amount of the security deposit (\$335.00) be retained by the landlord, in partial satisfaction of the monetary award noted above. I further order that the remaining balance of the award due to the landlord, equalling \$2,517.76, be paid immediately by the tenant to the landlord.

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: July 08, 2015

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Residential Tenancy Branch

