



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes OPR, OPB, OPC, MNSD, MNR, MND, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about July 15, 2014. Rent in the amount of \$800.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$400.00. The tenant failed to pay rent in the month(s) of June and June 11, 2015 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of July and August. The landlord advised that the tenant has made some partial payments and as of today's hearing the amount of unpaid rent is \$300.00. The landlord stated that she wishes to have the tenancy end and asks for an order of possession.

The tenant gave the following testimony: The tenant stated that he thinks the amount of unpaid rent is \$100.00. The tenant stated that he did not dispute the notice "because I didn't do anything wrong".

### Analysis

I accept the landlord's testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply 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. The tenant stated that "I have all the papers to prove it", but chose not to submit them for this hearing. Based on the above facts I find

that the landlord is entitled to an order of possession. The tenant must be served with the 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.

As for the monetary order, I find that the landlord has established a claim for \$300.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain \$350.00 from the security deposit in full satisfaction of the claim.

The landlord issued a One Month Notice to End Tenancy for Cause as well and was included with the contents of this file. As I have ordered the end of the tenancy I need not make any findings in regards to that notice. In addition, the landlord was seeking some costs for damages they believe the tenant has caused and the costs of hiring bailiffs if the tenant doesn't comply. The landlord is premature in that portion of their application as the tenant has not yet vacated and they have not incurred those charges at this point. I dismiss that portion of their application with leave to reapply.

#### Conclusion

The landlord is granted an order of possession and may retain \$350.00 from the security deposit.

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: August 12, 2015

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Residential Tenancy Branch

