



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capreit Limited Partnership  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MSND, 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 participated in the conference call hearing. Both parties gave affirmed evidence

### 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 June 1, 2013. Rent in the amount of \$885.17 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 \$482.50. The tenant failed to pay rent in the month(s) of July and July 7, 2015 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of August. The landlord advised the tenant has paid all outstanding rent, late, for which he was given a receipt for use and occupancy only. The landlord still seeks an order of possession.

The tenant gave the following testimony:

The tenant stated that due to starting a company overseas, he ran into some financial difficulty that he has now straightened out. The tenant stated he has rent money and would be happy to pay and stay for one more month if the landlord allows. The tenant does not dispute any of the landlords' testimony.

Analysis

I accept the landlord's undisputed 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. 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.

The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$50.00 from the security deposit and in full satisfaction of the claim.

Conclusion

The landlord is granted an order of possession and to retain \$50.00 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 31, 2015

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Residential Tenancy Branch

