



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, 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 August 1, 2014. Rent in the amount of \$360.00 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 \$180.00. The tenant failed to pay rent in the month(s) of June and June 6, 2015 in the presence of a witness, the landlord served the tenant with a notice to end tenancy by posting the notice on the tenants' door. The tenant further failed to pay rent in the month(s) of July and August.

The tenant gave the following testimony:

The tenant stated that he had paid all the rent because the landlord makes too much noise and he's entitled to compensation for the noise. The tenant stated that he didn't receive the notice to end tenancy "so it's not legit".

Analysis

The tenant first stated that he did not receive the notice to end tenancy, and then stated that he received it on June 19, 2015, and then stated he received it on June 18, 2015 and then stated that he received all documentation including the landlords' application for dispute resolution on June 16, 2015. The landlord filed for dispute resolution on June 19, 2015. It's clear to me that the tenant had no clear recollection of the timeline and his testimony could not be relied upon. The tenant offered a version of the events and then would change it, and then offer another different version. The tenant was erratic and unclear in giving his testimony.

In addition, 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. 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 landlord provided clear detailed testimony and documentation to support his position. 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 \$1080.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$180.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$950.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$950.00. The landlord may retain 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 18, 2015

Residential Tenancy Branch

