



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

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Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession based on unpaid rent, a Monetary Order for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlord appeared at the hearing. He gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified he personally served the Tenant with the Notice of Hearing and his Application for Dispute Resolution on July 3, 2015. He further testified that this was witnessed by his neighbour, B.L. I accept the Landlord's undisputed testimony and I find the Tenant was duly served as of July 3, 2015.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement which provided that the tenancy began June 15, 2015. Rent was payable in the amount of \$700.00 and the Tenant was to pay a security deposit of \$350.00 in addition to a pet damage deposit of \$200.00.

The Landlord testified that the Tenant paid the \$350.00 security deposit yet she only paid \$250.00 towards \$350.00 owing for the June 2015 rent, promising to pay the balance as soon as she could.

The Tenant failed to pay the \$100.00 owing in rent for the month of June 2015. The Landlord issued a 10 day Notice to End Tenancy for non-payment of rent on June 19, 2015 by indicating the amount of \$100.00 was due as of June 15, 2015 (the "Notice").

Based on the testimony of the Landlord, I find that the Tenant was personally served with the Notice on June 19, 2015. . Accordingly, I find that the Tenant was served with the Notice as of June 19, 2015.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days of service, namely, June 24, 2015. The Notice also explains the Tenant had five days from the date of service to dispute the Notice by filing an Application for Dispute Resolution.

The Landlord further testified that the Tenant also failed to pay rent for July 2015 or August 2015. The Tenant did not make an application for dispute resolution.

Analysis

Based on the above, the undisputed testimony of the Landlord 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 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 \$1,550.00 comprised of \$100.00 in rent for June 2015, \$700.00 in rent for July 2015, \$700.00 in rent for August 2015 and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the security deposit of \$350.00 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,200.00.**

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, may keep the security deposit and interest in partial satisfaction of the claim, and is granted a monetary order for the balance due.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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

Residential Tenancy Branch

