



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Macdonald Commercial Real Estate Services Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute codes      OP MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not appear although she was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on August 27, 2015 and signed for by the tenant on August 31, 2015.

### Issues

Is the landlord entitled to the requested orders?

### Background and Evidence

This tenancy began on September 5, 2008. The rent was initially \$850.00 per month but went up incrementally over the years with the current rent being \$931.00. The rent is due in advance on the first day of each month. The tenant paid a security deposit of \$425.00 at the start of the tenancy.

In January, the tenant was required to pay an increased rent amount but failed to pay the increased amount leaving \$12.00 outstanding for January. Subsequently in June, the tenant's rent cheque was returned NSF. The landlord incurred a \$25.00 bank fee for the NSF cheque and the rent for June was never paid.

The tenant paid the rent for July but then in August her rent cheque was again returned NSF. Again, the landlord incurred a bank charge of \$25.00 for the NSF cheque. At this point the landlord served the tenant with a 10 Day Notice to End Tenancy for non-payment of rent. The tenant did not dispute the Notice and did not pay the full amount of rent indicated on the Notice within 5 days of receipt thereof. The tenant did finally pay the rent for August but then failed to pay the rent for September. The rent for October has been paid.

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

### Conclusion

*Order of Possession* - Based on the above background, evidence and analysis 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.

*Monetary Order and Security Deposit* - I find that the landlord has established a total monetary claim of \$1924.00 comprised of outstanding rent for January (\$12.00), June (\$931.00), September (\$931.00) and NSF charges for June and August (2 x \$25.00 = \$50.00). The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1974.00. I order that the landlord retain the deposit and interest (\$2.06) of \$427.06 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,546.94. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: October 19, 2015

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Residential Tenancy Branch

