



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## 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.

This hearing was also scheduled to deal with an application by the tenant for an extension of the time limit for disputing a Notice to End Tenancy, an order setting aside the landlord's 10 Day Notice to End Tenancy, a monetary order for the cost of emergency repairs and recovery of the \$50 filing fee from the landlord. Because the tenant did not attend today's hearing, her application is dismissed.

### Issues

Is the landlord entitled to the requested orders?

### Background and Evidence

This tenancy began on June 15, 2015. The rent is \$1150.00 due in advance on the first day of each month. The tenant paid a security deposit of \$575.00 at the start of the tenancy. On August 12, 2015 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent by posting it on the door of the rental unit. The tenant disputed that Notice on August 20, 2015 but then, as noted above, the tenant did not attend the hearing to present her reasons for disputing the Notice. The landlord claims that the tenant is in arrears in payment of the rent by \$550.00. The tenant did not attend the hearing to dispute this amount.

### 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. It is true that in the present case the tenant disputed the Notice, albeit outside the required time frame, but the tenant's failure to attend the hearing leaves her in the same position as if she had not disputed the Notice at all. As a result, 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 \$550.00 for the outstanding rent. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$600.00. I order that the landlord retain the deposit and interest (\$0.00) of \$575.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$25.00. This order may be filed in the Small Claims Court and enforced as an order of that Co

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 07, 2015

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Residential Tenancy Branch

