



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit / pet deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing and were given full opportunity to present all relevant evidence and testimony in respect to their claims and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The following is undisputed by the parties. The tenancy began June 01, 2014. Rent in the amount of \$650.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit and pet damage deposit from the tenant in the sum amount of \$650.00. The tenant failed to pay all rent in the months before August 2015 and on August 24, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent stating that as of that date the tenant owed \$3450.00 in arrears. The tenant further failed to pay all rent when due in the month of September and October 2015. The total of the landlord's monetary claim to the date of this hearing is \$4100.00.

Analysis

Based on the evidence of both parties I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent 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**. I also find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. The tenant's deposits will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears to date	\$4100.00
Filing Fee for the cost of this application	50.00
Less Security Deposit and Pet Damage Deposit	-650.00
Total Monetary Award to landlord	\$3500.00

Conclusion

I grant an Order of Possession to the landlord effective **2 days from the day it is served on the tenant**. The tenant must be served with this **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.

I Order that the landlord retain both deposits of \$650.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$3500.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 20, 2015

Residential Tenancy Branch

