



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPC MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord. The landlord originally applied for an order of possession pursuant to a notice to end tenancy for cause. The landlord later amended his application to include a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord stated that he personally served the tenant with the application for dispute resolution and notice of hearing on November 6, 2015, and he personally served the tenant with the amendment on November 21, 2015. I accepted the landlord's evidence that the tenant was served with the required documents, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began approximately six or seven years ago. Rent in the amount of \$770.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$375.00.

On October 23, 2015 the landlord served the tenant with a notice to end tenancy for cause. The landlord stated that the tenant did not apply to dispute the notice, and then he failed to pay full rent. The landlord stated that at the time of the hearing the tenant owed \$1,270.00 in unpaid rent.

The Landlord's evidence included the following:

- a copy of the Notice to End Tenancy for Cause, issued on October 23, 2015, with an effective vacancy date of November 30, 2015;

- testimony that on October 23, 2015, in the presence of a witness, the tenant was personally served the Notice to End Tenancy for Cause;
- testimony regarding the outstanding rent;
- a copy of the Landlord's Application for Dispute Resolution, filed November 3, 2015; and
- a copy of the amendment, filed November 20, 2015.

Analysis

I have reviewed all evidence and I accept that the tenant was served with the notice to end tenancy as declared by the landlord. The tenant did not apply to cancel the notice. I find that the tenant is conclusively presumed to have accepted that the tenancy ended on November 30, 2015, the effective date of the notice. The landlord is therefore entitled to an order of possession.

As for the monetary order, based on the above-noted evidence I find that the landlord has established a claim for \$1,270.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I grant the landlord an order of possession effective two days from service. 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.

The landlord is entitled to \$1,320.00. I order that the landlord retain the security deposit of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$945.00. 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: January 5, 2016

Residential Tenancy Branch

