



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            OPR, MNR, MNSD, FF, MNDC

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order, an order to recover the filing fee, and an order to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Is the landlord entitled to the recovery of the filing fee?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about June 29, 2015. Rent in the amount of \$750.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$375.00. The tenant failed to pay rent in the month(s) of December and on December 4, 2015 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of January. The landlord is seeking \$1500.00 in unpaid rent plus the \$50.00 filing fee.

The tenant gave the following testimony. The tenant stated that the landlord issued a One Month Notice to End Tenancy for Cause on December 2, 2015. The tenant stated that the landlord "cut off" his wifi, laundry and cable. The tenant stated that he decided to not pay the rent for December and January as a result of the landlords' actions.

### Analysis

The tenant made some allegations that the landlord stopped providing laundry, wifi and cable, to which the landlord adamantly denies. The tenant did not provide any further evidence to support that allegation. I accept the landlord's testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice 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. 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.

As for the monetary order, I find that the landlord has established a claim for \$1500.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$375.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1175.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$1175.00. The landlord may retain the security deposit.

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 05, 2016

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Residential Tenancy Branch

