



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DUNOWEN PROPERTIES LTD, VANCOUVER EVICTION SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, MNDC, 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 - Section 38
4. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing and were given 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**

This tenancy began November 01, 2014. The tenant agreed that rent in the amount of \$450.00 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 \$225.00, which the landlord holds in trust. The tenant acknowledged they failed to pay rent in the month of July 2015 and on November 25, 2015 they received a notice to end tenancy for non-payment of rent. The tenant did not dispute the notice to end and the rent was not paid. The tenant also failed to pay the rent in the month of December 2015 and January and February 2016. The quantum of the landlord's monetary claim is for the unpaid rent in the sum of \$3600.00. The landlord further seeks an Order of Possession.

**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 has not applied 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 – December 04, 2015. Based on the above I find that the landlord is entitled to an **Order of Possession**.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is further entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein.

***Calculation for Monetary Order***

Rental Arrears – July 2015 to February 2016	3600.00
Filing fee	50.00
<i>Less Security Deposit held in trust</i>	<i>-225.00</i>
<b>Total Monetary Award to landlord</b>	<b>\$ 3425.00</b>

**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 the security deposit of \$225.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$3425.00**. 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: February 09, 2016

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Residential Tenancy Branch

