



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

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. Both parties attended the hearing and had an opportunity to be heard.

Issues

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on June 1, 2009. The rent is \$590.00 due in advance on the first day of each month. The tenant paid a security deposit of \$525.00 at the start of the tenancy. The tenant did not pay rent for August, September, October or November and as a result on November 5, 2015, the landlord served the tenant with a 10 Day Notice to End Tenancy for non-payment of rent. The Notice was served by posting it on the door to the rental unit. The tenant did not pay the full amount of rent owing or file an application to dispute the Notice to End Tenancy within 5 days of receiving the Notice.

The landlord testified that the tenant has made three partial payments of rent since receiving the Notice but that the current balance outstanding is \$1,930.00.

For his part, the tenant testified that he was in a major car accident and then had to take time off work. Subsequently, the tenant says he returned to work but was then laid off due to business slow down. The tenant testified that he just needs time to bring the rent back up to date.

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. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

While I understand that the tenant has fallen on hard times of late, the Act is clear in this regard and entitles the landlord to an order of possession when the rent is not paid.

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 \$1,930.00 in outstanding rent. I also find that the landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,980.00. I order that the landlord retain the deposit and interest (\$0.00) of \$525.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,455.00. 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: February 16, 2016

Residential Tenancy Branch

