



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD, MND, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, cost of repairs and cleaning and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the monetary claim.

The notice of hearing was served on the tenant on January 04, 2016 by registered mail. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

The tenancy has not yet ended and therefore the landlord was not in a position to provide current information on the condition of the unit. Accordingly, the landlord's claim for the cost of repairs and cleaning is dismissed with leave to reapply.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent, the filing fee and to retain the security deposit?

### **Background and Evidence**

The tenancy started on February 01, 2015. The monthly rent is \$650.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$325.00.

The landlord testified that the tenant failed to pay full rent for April 2015 and since then has been falling behind on rent. On December 01, 2015, the landlord served the tenant with a ten day notice to end tenancy, in person, for rent owed in the total amount of \$4,755.00. The tenant did not dispute the notice and did not pay rent. At the time of the hearing the tenant owed the landlord rent for January and February 2016 for a total of \$6,055.00 in unpaid rent.

The landlord is applying for an order of possession effective two days after service on the tenant and a monetary order in the amount of \$6,055.00 for unpaid rent. The landlord is also applying for \$50.00 for the filing fee and to retain the security deposit in partial satisfaction of the claim.

### **Analysis**

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on December 01, 2015 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to \$6,055.00 for unpaid rent. Since the landlord has proven her case, he is also entitled to the recovery of the filing fee of \$50.00. I order that the landlord retain the security of \$325.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$5,780.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective **two days after service** on the tenant and a monetary order in the amount of **\$5,780.00**.

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

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Residential Tenancy Branch

