



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Codes: MNR, MNSD, MNDC, OPR, FF

### Introduction:

This was an application by the landlord for an Order for Possession, a Monetary Order and an Order to retain the security and pet deposit in partial satisfaction of the monetary claim. Only the landlord's agents attended the application.

### Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

### Service of Documents:

The landlord's agent CM testified that he served the Notice to End the tenancy on January 7, 2016 by posting it to the tenants' door and the dispute resolution package by sending it to the tenants on February 4, 2016 by registered mail. Based on the evidence of the landlord's agent I find that the tenants were deemed to have been personally served with a Notice to End Tenancy by posting it to the door on January 3, 2014. I find that the application for Dispute Resolution was deemed to have been served on February 9, 2016 by registered mail.

### Preliminary Matters:

The landlord's agent admitted that the respondent AP did not sign the tenancy agreement. Accordingly I find that AP is not a tenant and have dismissed all claims against him. The landlord's agent advised that the landlord was withdrawing all claims for late payment fees and accordingly I have dismissed that claim.

Background and Evidence:

The landlord's agent CM testified that the tenancy began on September 1, 2015 with rent in the amount of \$ 850.00 due in advance on the first day of each month. The tenant SD paid a security and pet deposit of \$ 850.00 on September 1, 2015. The landlord's agent testified that the arrears from January through March 2015 were \$ 2,550.00. The landlord requested an Order for Possession and a monetary Order for the unpaid rent.

Analysis:

The tenant SD has not paid all the outstanding rent on time and has not applied for arbitration 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 for possession as against SD effective two days after service on the tenant. I find that the landlord has established a claim for unpaid rent totalling \$ 2,550.00 and the filing fee of \$ 100.00 however as the landlord has only specified \$ 850.00 in the Application for Dispute Resolution I allow only that amount plus of the filing fee of \$ 100.00 for a total of \$ 950.00.

Conclusion:

I have granted the landlord an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlord retain the security and pet deposit and interest of \$ 850.00 and I grant the landlord an order under section 67 for the balance due of **\$ 100.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenant SD as soon as possible. The landlord has leave to reapply for any other arrears of rent. I have dismissed all claims against AP.

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: March 21, 2016

---

Residential Tenancy Branch