



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 353806 B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute codes OPR 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. The landlord's representative called in and participated in the hearing. The tenant did not appear although he was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on March 08, 2016.

Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

Background and Evidence

This tenancy began on August 12, 2015. The rent is \$850.00 due in advance on the first day of each month. The tenant paid a security deposit of \$425.00 at the start of the tenancy. The tenant did not pay rent for January 2016. The landlord served a Notice to End tenancy for January rent. The tenant did not pay rent for February, 2016 when it was due. On February 5, 2016 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent by attaching it to the door of the rental unit. The amount due as of February 1, 2016, including arrears from January was the sum of \$1,700.00. The tenant has not paid rent for February, March or for April and he did not file an application to dispute the Notice to End Tenancy. The tenant continues to occupy the rental unit.

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.

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 – The landlord claimed payment of rent for January, February and March in the amount of \$2,550.00. Since the application was filed rent for April is due. The tenant continues to occupy the rental unit and the tenant is aware that he is responsible for April rent. I therefore allow the landlord to amend its claim to include a claim for April rent in the amount of \$850.00. I find that the landlord has established a total monetary claim of \$3,400.00 for the outstanding rent for January, February, March and April. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$3,500.00. I order that the landlord retain the deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3,075.00. 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: April 15, 2016

Residential Tenancy Branch