



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, OPB, 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 called in and participated in the hearing. The tenants did not appear although they were served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on March 21, 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 November 1, 2013. The rent initial rent was \$870.00 due in advance on the first day of each month. The tenant paid a security deposit of \$435.00 at the start of the tenancy. The tenants were served with a Notice of Rent Increase dated July 17, 2015. The Notice raised the rent by \$20.00 per month to \$890.00 commencing November 1, 2015. The tenants have not paid the increased rent from November onwards. The tenants also owed rental arrears carried forward from February 2014 in the amount of \$245.00.

On March 2, 2016 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent by posting it to the door of the rental unit. The tenants have not paid the outstanding rent and they did not file an application to dispute the Notice to End Tenancy. The tenants have paid partial rent for April and May, but they have not paid the \$20.00 rent increase for either month. The landlord's representative testified that she has spoken to the tenant; he is aware that the amount outstanding is due. Despite many promises to pay, the amount remains outstanding.

### 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. Because the landlord has accepted partial payments of rent for April and May in the amount of \$870.00 for each month, I find that an order of possession should not be effective before May 31, 2016.

### 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 May 31, 2016, after service on the tenants. 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 \$385.00 for the outstanding rental arrears plus the unpaid rental increase of \$20.00 for April and for May. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$485.00. I order that the landlord retain the deposit and interest of \$435.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$50.00. 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: May 03, 2016

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Residential Tenancy Branch