



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55
2. A Monetary Order for unpaid rent / loss of revenue - Section 67
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72

Both parties attended the hearing and were given full opportunity to present all relevant evidence and testimony in respect to their claims and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?  
Is the landlord entitled to an Order of Possession?  
Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began October 15, 2011. Rent in the amount of \$834.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$450.00 which they retain in trust. The tenant failed to pay all rent in the month of February and paid no rent for March 2016. On April 04, 2016 the landlord served the tenant with a notice to end tenancy for non-payment of rent, inclusive the rent due on April 01, 2016, claiming the tenant owed \$1751.00. The tenant then paid \$800.00 on April 21, 2016 and acknowledged receiving a receipt for the payment annotated that it was being accepted for Use and Occupancy only. The tenant did not pay rent when due on May 01, 2016, then paid \$800.00 on May 17, 2016, acknowledging they received a receipt for Use and Occupancy only. The tenant did not pay rent when due on June 01, 2016, then paid \$600.00 on June 06, 2016, acknowledging they received a receipt for Use and Occupancy only. The parties

agreed that the current outstanding rent to date is \$1219.00. The landlord requests an Order of Possession and a monetary Order for the outstanding rent.

### **Analysis**

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid all of the outstanding rent and has not applied for Dispute Resolution to dispute the notice. Based on the above facts I find that the landlord is entitled to an **Order of Possession**.

I also find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee. The security deposit will be off-set from the award made herein.

### ***Calculation for Monetary Order***

Unpaid rent	\$1219.00
Filing Fees for the cost of this application	100.00
<i>Less Security Deposit</i>	<i>-450.00</i>
<b>Total Monetary Award</b>	<b>\$869.00</b>

### **Conclusion**

**I grant an Order of Possession** to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

**I Order** that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$869.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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: June 08, 2016

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Residential Tenancy Branch

