



# 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, MNR

### Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail the tenant did not appear.

### Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, on what terms?
- Is the landlord entitled to a monetary order and, if so, in what amount?

### Background and Evidence

This one year fixed term tenancy commenced October 1, 2015. The monthly rent of \$845.00 is due on the first day of the month. The tenant paid a security deposit of \$422.50.

On May 6, 2016, the landlord issued and posted a 10 Day Notice to End Tenancy for Non-Payment of Rent. That document includes information advising the tenant that the notice is cancelled if the tenant paid the arrears of rent within five days. It also advises that the tenant has five days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. The landlord testified that the tenant did neither.

The landlord testified that the arrears of rent on the notice for March and May totalled \$990.00. The tenant has not paid the June rent either.

### Analysis

The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the *Residential Tenancy Act* 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 of possession effective two days after service on the tenant.

I find that although the landlord has established a total monetary claim of \$1885.00 for arrears of rent for March, May and June it only claimed the March and May arrears on the Application for Dispute Resolution. In these circumstances I find that it would be a breach of natural justice to award more than the amount claimed on the application. I grant the landlord the sum of \$990.00 for arrears of rent. Pursuant to section 72(2) I order that the landlord retain the security deposit of \$422.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance of \$567.50.

The landlord may file a new claim for the June rent and any other relief that may be applicable.

Conclusion

- a. An order of possession has been granted to the landlord. If necessary, this order may be filed in the Supreme Court and enforced as an order of that court.
- b. A monetary order has been granted to the landlord. If necessary, 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: June 29, 2016

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Residential Tenancy Branch