



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, 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 tenant did not appear although he was personally served with the Application for Dispute Resolution and Notice of Hearing on June 15, 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 in 2014. Initially there was no written tenancy agreement. On March 1, 2016 after the co-tenant moved out the landlord entered into a written tenancy agreement with the respondent as the sole tenant. The rent is \$875.00 due in advance on the first day of each month. The tenant paid a security deposit of \$437.50; part was paid in 2014 and an additional amount was paid when the new tenancy agreement was signed. The tenant made a partial rent payment for May, 2016, leaving a shortfall of \$75.00. The tenant did not pay rent for June when it was due. On June 2, 2016 the landlord personally served the tenant with a 10 day Notice to End Tenancy. On June 2, 2016 the tenant paid the landlord the sum of \$75.00 due from May, but did not pay June rent.

On June 15, 2016 the tenant paid the landlord the sum of \$300.00 towards June rent, leaving \$575.00 unpaid for June. The landlord testified that later in June the tenant put glue in the landlord's door locks. The landlord called the police and they advised the landlord to avoid contact with the tenant. The landlord also said that the tenant has changed the locks in the rental unit and has refused to give the landlord a key.

The tenant did not pay rent for July when it was due. The tenant gave the landlord a
The tenant has not paid full rent for June or for July and he did not file an application to
dispute the Notice to End Tenancy.

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 - I find that the landlord has established a total monetary claim of \$1,450.00 for the outstanding rent for June and July. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$1,550.00. I order that the landlord retain the deposit and interest of \$437.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,112.50. 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: July 07, 2016

Residential Tenancy Branch