



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sukh Landscaping Garden Service and Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute codes MNDC,

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 agent called in and participated in the hearing. The tenant did not appear although she was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on July 11, 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 March 1, 2016. The rent is \$1,350.00 due in advance on the first day of each month. The landlord's agent was unable to give the history of the tenancy or to provide evidence as to the amount of a security deposit. According to the tenancy agreement some unspecified amount of security deposit was carried over from a previous related tenancy. On June 9, 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 Notice claimed that the tenant failed to pay rent in the amount of \$3,850.00 that was due on June 1, 2016. The tenant did not file an application to dispute the Notice to End Tenancy and has continued to occupy the rental unit without paying rent.

According to the landlord's agent, the tenant paid rent for March and made a partial payment of \$200.00 for April, but paid no rent thereafter. The landlord's agent testified

that there is \$1,150.00 outstanding for April and \$1350.00 due for each month thereafter, for a total, including August of \$6,550.00.

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 \$6550.00 for the outstanding rent for April, May, June, July and August. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$6,650.00 and I grant the landlord an order under section 67 in the said amount. 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: August 23, 2016

Residential Tenancy Branch

