



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.
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), orally amended by the landlord during the hearing for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit / pet deposit - Section 38

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) on July 27, 2016 the tenant did not participate in the conference call hearing. In addition the tenant did not submit any evidence to this matter.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

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 landlord testified the tenant still resides in the unit and has satisfied the payable rent for July and August, albeit in the latter portion of each month.

The tenancy began on January 01, 2013. Rent in the amount of \$750.00 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 \$375.00 which they retain in trust. The tenant failed to pay rent when due in the month of July 2016 and on July 05, 2016 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to their door. The tenant did not pay the rent within the prescribed 5 days to do so and did not vacate by the effective date of the notice. The landlord testified the tenant paid the July 2016 rent on July 25, 2016 and was given a receipt stating rent was accepted for *use and occupancy only*. The tenant further failed to pay rent when due in August 2016, however paid the August 2016 rent on August 26, 2016 and was given a receipt stating rent was accepted for *use and occupancy only*. In the current month of September the tenant has not paid any rent. The landlord testified they seek the rent for September 2016 as offset by the tenant's security deposit.

Analysis

Based on the landlord's undisputed 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 did not pay the rent within the prescribed 5 days to do so and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. I accept the landlord's undisputed testimony that they did not re-instate the tenancy by accepting late rent from the tenant solely *for use and occupation only* as communicated on their receipt.

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 for the month of September 2016 in the amount of \$750.00. The security deposit will be off-set from the award made herein.

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 \$375.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$375.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord's application has been granted.

The tenancy is Ordered at an end per my Order.

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: September 16, 2016

Residential Tenancy Branch