



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Boundary Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute codes OP MNR MNSD 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's agent 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 July 28, 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 November 1, 2015. The rent is \$850.00 due in advance on the first day of each month. A security deposit of \$425.00 was transferred to the benefit of the tenant by a former occupant at the start of this tenancy. There were two tenants named in tenancy agreement. The tenant R.P. moved out in May, 2016. His whereabouts are unknown. The tenant C.M., the respondent in this proceeding continues to occupy the rental unit, but he has failed or refused to pay rent. The last rent payment was a partial payment made in February. The tenant has been served with numerous Notices to End Tenancy for unpaid rent. The latest 10 day Notice to End Tenancy was dated April 6, 2016 for unpaid rent in the amount of \$2,026.00 that was due on April 1st, 2016. The tenant was also served with a one month Notice to End Tenancy for repeated late payment of rent dated May 5, 2016. The Notice required the tenant to move out of the rental unit by June 30, 2016. The Notice to End Tenancy was served by posting to the door of the rental unit on May 5, 2016. The tenant has not

disputed any of the Notices to End Tenancy. He has told the landlord that he does not intend to pay rent.

Analysis

Section 47 of the Act requires that upon receipt of a Notice to End Tenancy for cause the tenant may dispute the notice within 10 days by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does not dispute the Notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice, which was June 30, 2016.

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 accept the landlord's undisputed calculations of the amount of rent outstanding; I find that the landlord has established a total monetary claim of \$6,276.00 for the outstanding rent up to and including rent for September. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$6,376.00. I order that the landlord retain the deposit and interest of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$5,951.00. 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: September 14, 2016

Residential Tenancy Branch