



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT Limited Partnership
and [tenant name suppressed to protect privacy]

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 to retain the security deposit in partial satisfaction of the claim. An agent for the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on September 1, 2013. Current rent of \$759.47 is payable in advance on the first day of each month. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$362.50. The tenant failed to pay rent in the month of August 2016 and on August 2, 2016. The landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant made some subsequent payments, but he did not pay the outstanding rent in full within five days after receiving the notice to end tenancy. For each payment they received, the landlord issued receipts that indicated the

amounts were for use and occupancy only. The landlord stated that at the time of the hearing the tenant owed \$347.50. The tenant did not dispute these facts.

Analysis

I accept the evidence before me that the tenant was served with the notice to end tenancy and he failed to pay the rent owed within the five days granted under section 46(4) of the Act. I find that the tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on August 15, 2015, the effective date of the notice. The landlord is therefore entitled to an order of possession.

As for the monetary order, based on the above-noted evidence I find that the landlord has established a claim for \$347.45 in lost revenue. The landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

I grant the landlord an order of possession effective two days from service. The tenant must be served with the 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.

The landlord is entitled to \$447.45. I order that the landlord retain the security deposit of \$362.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$84.95. 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: October 21, 2016

Residential Tenancy Branch

