



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 called in and participated in the hearing. The tenant did not appear although he was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on October 19, 2017. The landlord testified that the tenant signed for the registered mail package on November 8, 2016.

Issues

Is the party entitled to the requested orders?

Background and Evidence

This tenancy began several years ago. The rent is \$490.00 due in advance on the first day of each month. The tenant paid a security deposit of \$245.00 at the start of the tenancy. The tenant did not pay rent for September when it was due. As a result, the landlord served the tenant with a 10 Day Notice to End Tenancy dated September 27, 2016. The tenant did not pay any rent for September. The tenant then failed to pay rent for October so the landlord served him with another 10 Day Notice to End Tenancy. Again, the tenant failed to pay rent for October.

The tenant did not dispute either of the Notices to End Tenancy.

The landlord testified that no rent has been paid for September, October, November and December.

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.

Given that the tenant has failed to pay the rent when due and has not disputed either of the Notices that have been served on him, I find that the landlord is entitled to an order of possession effective two days from the date of service.

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 \$1960.00 for the outstanding rent for September, October, November and December. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$2060.00. I order that the landlord retain the deposit and interest (\$0.00) of \$245.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1815.00. 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: December 07, 2016

Residential Tenancy Branch