



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD  
and [tenant name suppressed to protect privacy]  
DECISION

Dispute Codes            OPR, MNR, MNSD, FF

## Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid rent or utilities, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee from the tenant.

Both parties appeared gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

## Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

## Background and Evidence

Based on the testimony of the tenant, I find that the tenant was served with a notice to end tenancy for non-payment of rent on February 8, 2018, by posting to the door. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The tenant testified that they did not pay February 2018, rent within five (5) day. The tenant acknowledged that they have no paid rent for February, March, April and May 2018.

The landlord's agent testified that the total amount owing, which included, some credits on the account, late fees, parking fees and the filing fee is the total amount of \$10,115.00. The landlord stated the tenant paid a security deposit of \$1,110.00 that should be applied to the outstanding money owed.

## Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent, did not apply to dispute the notice, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, 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.

I find that the landlord has established a total monetary claim of **\$10,115.00** comprised of unpaid rent, the late fee, parking fees and the \$100.00 fee paid by the landlords for this application.

I order that the landlord retain the security deposit of **\$1,110.00** in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$9,005.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

#### Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: May 09, 2018

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Residential Tenancy Branch