



# Dispute Resolution Services

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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:**

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) 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 - Section 38
4. An Order to recover the filing fee for this application - Section 72.

Both parties attended and participated in the hearing with their submissions, document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

### **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 as claimed?

### **Background and Evidence**

Rent in the amount of \$1750.00 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 \$875.00 which they hold in trust. The tenant failed to pay rent in the month of April 2018 and on April 03, 2018 the landlord served the tenant with a notice to end tenancy for non-payment of rent in the sum of \$2425.00. The tenant confirmed

receiving the Notice on April 03, 2018. The tenant further failed to pay rent in the months of May and June 2018. The tenant confirmed the rent arrears as claimed. The quantum of the landlord's monetary claim is the sum of all unpaid rent.

### **Analysis**

Based on the evidence of both parties 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 has not paid the outstanding rent 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. 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. The landlord is also entitled to recovery of their filing fee. Calculation for Monetary Order is as follows. The security deposit will be off-set from the award made herein.

Rent Arrears inclusive of April 2018	\$2425.00
Rent Arrears for May and June 2018	3500.00
Filing Fee for the cost of this application	100.00
<i>Less Security Deposit</i>	<i>-875.00</i>
<b>Total Monetary Award</b>	<b>\$5150.00</b>

### **Conclusion**

The landlord's application is granted.

**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 deposit of \$875.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$5150.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding.**

*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: June 18, 2018

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Residential Tenancy Branch