



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S,, OPN, OPU, FFL

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$2800 for unpaid rent
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the 10 Notice to End Tenancy was personally served on the Tenant on February 18, 2019. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was personally served on the Tenant on March 26, 2019. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 1, 2018 and continue on a month to month basis. The rent was \$1400 per month plus \$40 for cablevision per month payable on the first day of each month. The tenant paid a security deposit of \$700 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of February 2019 and March 2019 and the sum of \$2880 remains outstanding for rent and cablevision. The tenant has also failed to pay the rent for April.

The tenant(s) continues to reside in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession. The tenant requested that I set the Order of Possession for 3 weeks hence. The landlord agreed. As a result I set the Order of Possession for May 9, 2019.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of February 2019 and March 2019 and the sum of \$2880 remains outstanding for rent and cablevision and the sum of \$2880 remains outstanding. I granted the landlord a monetary order in the sum of \$2880 plus the sum of \$100 in respect of the filing fee for a total of \$2980.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$700. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2280.

Conclusion:

I ordered that the Landlord shall retain the security deposit of \$700. In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$2280.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on both parties.

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: April 18, 2019

Residential Tenancy Branch