



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

Both parties attended this hearing and were given opportunity to be heard, to present affirmed testimony and to make submissions. The parties represented themselves. The landlord was accompanied by her agents. As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she had not filed any of her own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order for unpaid rent and the filing fee? Is the landlord entitled to retain the deposit?

### **Background and Evidence**

The tenancy started in March 2017. The current monthly rent is \$600.00 due in advance on the first of each month. There is no written tenancy agreement. The rental unit is located in the basement of the landlord's home. The landlord lives upstairs.

On November 03, 2019, the landlord served the tenant in person, in the presence of a witness, with a ten day notice to end tenancy for \$1,800.00 in unpaid rent. The tenant did not dispute the notice to end tenancy and continues to occupy the rental unit. The landlord stated that the tenant has not paid rent since September 2019 and at the time of this hearing the tenant owed \$3,000.00 in unpaid rent. The tenant stated that she had paid rent in cash but did not have any proof of payment.

The landlord is applying for an order of possession effective two days after service on the tenant and for a monetary order in the amount of \$3,000.00 for unpaid rent plus \$100.00 for the filing fee.

### **Analysis**

Based on the sworn testimony of both parties, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on November 03, 2019 and did not full pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired. In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I further find that the landlord is entitled to \$3,000.00 for unpaid rent. Since the landlord has proven his claim, he is also entitled to the recovery of the filing fee of \$100.00. Overall the landlord has established a claim of \$3,100.00. I order that the landlord retain the security deposit of \$225.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,875.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession **effective two days after service** on the tenant and a monetary order for **\$2,875.00**.

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: January 23, 2020

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Residential Tenancy Branch