



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## Decision

Dispute Codes      OPR, OPC, MND, MNR, MNSD, MNDC, FF

### Introduction

This matter dealt with an application by the landlord for an order of possession and for a monetary order for unpaid rent. The landlord relies upon a One Month Notice to End Tenancy for Cause, dated July 15, 2008, and served upon the tenant on that date.

The Notice served upon the tenant had an effective date of August 15, 2008 which is not in accordance with the legislation. Accordingly to comply with s. 53 of the Residential Tenancy Act, the effective date of the Notice is amended to August 31, 2008.

Both the landlord and the tenant appeared at the hearing that was held via Teleconference

### Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to dispute the Notice to End Tenancy and whether the landlord is entitled to an order of possession.

The issue of the monetary claim asserted by the landlord for unpaid rent has to be verified.

### Background and Evidence

The landlord gave testimony that he had served the Notice to End Tenancy in person on the tenant. The tenant's assertion was that the Notice was served on her boyfriend who then passed it on to her. The tenant did acknowledge that she received the Notice by not later than July 18, 2008.

The landlord's evidence is that the tenancy commenced on April 1, 2008 and that the monthly rent payable is \$750.00. The landlord also stated that he received a security deposit in the amount of \$375.00 at the start of the tenancy.

The landlord gave evidence that the tenant has been repeatedly late paying rent on 5 occasions leading up his issuance of the Notice for Cause. The landlord also states that



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the rent for August and September have not been paid, and he requests a monetary order for the rent, and for the filing fee for this application. The landlord requests to be able to retain the security deposit to satisfy all or part of any monetary order.

The landlord also requests an immediate order of possession.

The tenant did not dispute that she had been late paying the rent and that the rent owing for August and September has not been paid.

## Analysis

I have determined that the tenant was in possession of the Notice no later than July 18, 2008. Pursuant to s. 47 of the Residential Tenancy Act, the tenant has 10 days after receipt of the Notice to file for dispute resolution or they are presumed to have accepted that the tenancy ends on the effective date and they must vacate by that date. The tenant has not filed an application as of this date. As the tenant has not vacated as required, the landlord is entitled to an order of possession.

The tenant at the hearing did not dispute that rent is owing for August and September at \$750.00 per month. I find that the landlord is entitled to a monetary order to recover the unpaid rent as well as \$50.00 for the filing fee. The landlord may retain the security deposit in the amount of \$383.18 and to recover the balance of \$1162.82 by way of an order.

## Conclusion

I find that the landlord is entitled to an immediate order of possession and I grant the order. The order must be served upon the tenant and is valid two days after service. The order may be filed with and enforced as an order of the Supreme Court of British Columbia.

I order that the landlord may retain the deposit plus interest and I grant an order for the balance of \$1162.82. The order may be filed with and enforced as an order of the Provincial Court of British Columbia.

Dated: September 10, 2008.

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Dispute Resolution Officer