



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes:

OPR, MNR, MNSD,FF

Introduction

This hearing dealt with an application by the landlord for an order of possession due to unpaid rent, a monetary order to recover rental arrears and inclusive of recovery of the filing fee associated with this application, and an order to retain the security deposit in partial satisfaction of the monetary claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail the tenant did not participate in the conference call hearing.

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 claimed?

Background and Evidence

The tenancy began on December 01, 2008. Rent in the amount of \$750, plus \$10 for parking, 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 \$350 and a pet damage deposit in the amount of \$200. The tenant failed to pay rent in the month of February 2009 and on February 02, 2009 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay all rent in the month of March 2009 and at the time of this hearing did not pay rent for April 2009.

The rental arrears as of this date are **\$440** for March 2009 – comprised of \$410 of rent, \$20 late fee, \$10 parking – and rent, parking and late fee for April 2009. The landlord is seeking an Order of Possession effective two (2) days after service of the order upon the tenant. The landlord further testified that advertisement is in place for the rental unit.

Analysis

Based on the landlord's testimony 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.

As for the monetary order, I find that the landlord has established a claim for **\$440** in unpaid rent, parking and late fee for March 2009 and **\$405** for one half (1/2) month's rent for April 2009 inclusive of parking and late fee. The landlord has leave to reapply for the balance of rent for April 2009, if necessary. The landlord is also entitled to recovery of the **\$50** filing fee. The landlord's total entitlement claim is for **\$895**

Conclusion

I grant an order of possession to the landlord. The tenant must be served with this original 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 security and pet damage deposit and accrued interest of \$575.82 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$319.10**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated April 02, 2009