



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy 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 - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided registered mail receipts along with tracking numbers

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

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 July 01, 2009. Rent in the amount of \$3500 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit of \$1700 and a pet damage deposit of \$1000 from the

tenant in the total amount of amount of \$2700. The tenant failed to pay rent in the month of December 2010 and on December 08, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant paid \$3500 on January 04, 2011, which the landlord accepted for “use and occupancy only”. The tenant further failed to pay rent in the month of January 2011. The quantum of the landlord’s monetary claim is for the unpaid rent / outstanding arrears for January 2011 in the amount of **\$3500**. The landlord also seeks an **Order of Possession**.

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 did not pay the outstanding rent within the time permitted to do so and has not paid the rent for January 2011. The tenant 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 **\$3500** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$3550**. The **security deposit** will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$3500.00
Filing Fees for the cost of this application	50.00
Less Security Deposit	-1700.00
Less Pet Damage Deposit	-1000.00
Total Monetary Award to landlord	\$850.00

Conclusion

I grant an Order of Possession to the landlord effective 2 days from the day it is served upon 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 security deposit and pet damage deposit of \$2700 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the

Act for the balance due of **\$850**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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*.