



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

Decision

Dispute Codes:

MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated January 11, 2011, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared and gave testimony during the conference call.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence are:

Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent

Whether or not the landlord is entitled to monetary compensation for rental arrears owed and loss of rent

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated January 11, 2011 with effective date of January 31, 2011, written testimony and a copy of a communication sent by the landlord on March 8, 2011. The tenancy began on November 4, 2006, at which time the tenant paid a security deposit of \$500.00. The current rent is \$1,050.00 per month. The landlord testified that the tenant fell into arrears with the rent and issued a Ten-Day Notice. Although a partial payment was made, the accumulated arrears have now reached \$8,400.00. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession and a monetary order for the rental arrears owed.

The tenant did not dispute that the rent was not paid and that the money being claimed was owed. The tenant was hopeful of receiving some funds in the near future and stated that they intend on paying the debt as soon as possible.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent in person. The tenant has not paid all of the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act 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. The landlord requested that the effective date be April 30, 2011.

I find that the landlord has established a total monetary claim of \$8,400.00 comprised for accrued rental arrears. I order that the landlord retain the security deposit plus interest of \$515.54 in partial satisfaction of the claim leaving a balance due of \$7,884.46.

Conclusion

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the Landlord an order under section 67 for \$7,884.46. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) 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*.

Dated: April 2011.

Residential Tenancy Branch