



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNSD, OPL, OPR

### Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on June 28, 2011, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an order possession based on a Notice to End Tenancy for non-payment of rent, and a request to retain the full security deposit of \$675.00 towards a portion of the outstanding rent. The applicant is also requesting recovery of the filing fee.

### Background and Evidence

The applicant testified that:

- The tenant did not pay the \$1025.00 rent for June 2011, and therefore on June 10, 2011 the tenant was served with a 10 day Notice to End Tenancy for non-payment of rent.

- To date the tenant has not vacated the rental unit nor has the tenant paid any further rent and therefore now the \$1025.00 July 2011 rent is also outstanding.

The applicant is therefore requesting an Order of Possession for as soon as possible, and is requesting an order allowing them to keep the full security deposit of \$675.00 to cover a portion of the outstanding rent.

The applicant is also requesting recovery of the \$50.00 filing fee

### Analysis

It is my finding that the landlord has shown that there is at least two months' rent outstanding, and that the tenant was properly served with a 10 day Notice to End Tenancy.

I therefore allow the request for an Order of Possession, and the request to retain the security deposit towards the outstanding rent.

I also allow the recovery of the filing fee.

### Conclusion

I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant, and further ordered that the tenant pay the \$50.00 filing fee.

I also order that the landlord may retain the full security deposit of \$675.00 to cover a portion of the outstanding rent.

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: July 21, 2011.

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Residential Tenancy Branch