



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Muks Kum OI Housing
and [tenant name suppressed to protect privacy]

DECISION

Codes: MNR, MNSD, OPR, FF

Introduction:

This was an application by the landlord for an Order for Possession, a Monetary Order and an Order to retain the security deposit in partial satisfaction of the monetary claim. Only the landlord's agent attended the application.

Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

Service of Documents:

The landlord's agent testified that she served the Notice to End the tenancy on January 28, 2016 by sending it by registered mail and produced a confirmation from Canada Post confirming that the tenant signed for it on January 29, 2016. The landlord's agent testified that she sent the dispute resolution package by registered mail to the tenant on March 2, 2016 and that the tenant signed for it on March 5, 2016. Based on the evidence of the landlord and with reference to Canada Post's web site I find that the tenant was personally served with a Notice to End Tenancy for non-payment of rent on January 29, 2016 and that the application for Dispute Resolution was served on March 5, 2016 by registered mail.

Background and Evidence:

The landlord's agent testified that the tenancy began on January 1, 2010 with rent in the amount of \$ 890.00 due in advance on the first day of each month. The tenant paid a security deposit of \$ 120.00 on May 23, 2010. The landlord's agent testified that the arrears were completely paid by March 29, 2016 but that the tenant had not paid all of the rent sufficient to cancel the Notice within the 5 days permitted by the Act. The landlord's agent testified that on each occasion the rent receipt marked as "use and occupancy" was issued to the tenant and the tenant was advised that the landlord intended to persist with the application for an Order for Possession. The landlord requested that they be permitted to retain \$ 100.00 from the security deposit representing the filing fee. The landlord requested an Order for Possession for the end of April as all of the rent for April was paid.

Analysis:

The tenant has not paid all the outstanding rent on time and has not applied for arbitration 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 for possession effective April 30, 2016 after service on the tenant. I permit the landlord to retain the sum of \$ 100.00 from the tenant's security deposit representing the filing fee herein.

Conclusion:

I have granted the landlord an Order for Possession effective April 30, 2016. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlord retain \$ 100.00 from the security deposit representing the filing fee herein. I caution the landlord to deal with the remainder of the security deposit in accordance with section 38 of the Act. This Decision and Order must be served on the tenant as soon as possible. I have dismissed all other claims made by the landlord.

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 19, 2016

Residential Tenancy Branch