



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession for cause, a monetary order for unpaid rent and recovery of the filing fee.

Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This tenancy began July 1, 2010 with monthly rent of \$500.00 and the tenant paid a security deposit of \$250.00.

On April 30, 2012 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause; the tenant has not filed to dispute this notice

The tenant has:

- been repeatedly late paying rent.
- significantly interfered with or unreasonably disturbed another occupant or the landlord.
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- put the landlord's property at significant risk.
- adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
- jeopardized a lawful right or interest of another occupant or the landlord.
- assigned or sublet the rental unit/site without landlord's written consent.

The landlord testified that the tenant vacated the rental unit on May 31, 2012, did not pay the June 2012 rent and has not yet removed his personal belongings from the

rental unit. The landlord stated that the tenant also owes the landlord \$400.00 as the tenant started to randomly deduct \$100.00 per month from his \$500.00 rent.

The tenant testified that even though he had not paid the \$500.00 June 2012 rent he still had possession of the rental unit as all of his belongings were inside. The tenant stated that he only owed the landlord \$330.00 in unpaid rent but argued that he did not actually owe this money to the landlord. The tenant maintained that the landlord promised to include cable in the tenancy and that when the landlord didn't the tenant took it upon himself to deduct \$100.00 per month every other month; the signed tenancy agreement does not include cable.

The landlord stated that the tenant owed \$400.00 in back rent due to paying the rent short twice in 2011 and again in January and February 2012. The tenant argued that rent had been short for 3 months only and the landlord in an effort to move forward, agreed in this hearing to accept the amount of \$330.00 which the tenant claimed. The landlord stated that his main concern was to get possession of the rental property back and that he would allow the tenant a few days to make arrangements to remove his belongings.

The tenant argued that he could not remove his items as he did not have a truck and at one point told the landlord he didn't care and the landlord could keep his personal belongings.

The tenant remained very argumentative throughout the hearing and had to be advised repeatedly to stop interrupting that the use of profanity was completely unacceptable and would not be tolerated.

### Analysis

Section 47(4) of the Act states that **within 10 days of receiving** a Notice to End Tenancy for Cause, a tenant must apply for dispute resolution. If the tenant fails to file to dispute the notice, then under section 46(5)(a)(b) of the Act they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and they must vacate the rental unit at that time.

Based on the foregoing, I find that the tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, May 31, 2012 and I find that the landlord is entitled to an order of possession and a monetary order for unpaid rent.

The parties have also both clearly established the fact that rent has been repeatedly late therefore upholding the notice to end tenancy for cause.

Accordingly I find that the landlord is entitled to a monetary order for \$830.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant(s). This Order must be served on the tenant(s) and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$830.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$250.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$630.00**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: June 13, 2012

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Residential Tenancy Branch

