



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to a notice to end tenancy for cause and for a monetary order for unpaid rent and for the recovery of the filing fee. The landlord also applied to retain the security deposit in satisfaction of the claim.

The notice of hearing was served on the tenant on November 27, 2013 in person. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to unpaid rent, the filing fee and to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on July 01, 2013. The monthly rent is \$600.00 payable on the first of each month.

The landlord testified that the tenant was habitually late paying rent. On August 02, September 06 and October 10, the landlord served the tenant with 10 day notices for nonpayment of rent. On November 09, 2013; the landlord served the tenant with a thirty day notice to end tenancy for cause. The reason for the notice is that the tenant was repeatedly late paying rent.

The tenant did not dispute any of the notices and also did not pay rent for November, December 2013 and January 2014. The landlord has applied for an order of possession effective two days after service on the tenant and for a monetary order in the amount of \$1,800.00 for unpaid rent plus \$50.00 for the filing fee. The landlord has also applied to retain the security deposit in partial satisfaction of his monetary claim.

Analysis

In order to support the notice to end tenancy, the landlord must prove the reason for the notice to end tenancy.

The reason for the notice to end tenancy is for repeatedly paying rent late. Pursuant to section 38 of the *Residential Tenancy Policy Guideline*, three late payments are the minimum number sufficient to justify a notice under these provisions. The tenant paid rent late in August, September and October and has not paid rent for the months of November, December and January. Therefore, I find that the landlord has proven the reason for the notice to end the tenancy for cause and accordingly, I uphold the notice to end tenancy.

Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Based on the undisputed sworn testimony of the landlord I find that the landlord is entitled to \$1,800.00 for unpaid rent plus \$50.00 for the filing fee. I order that the landlord retain the security deposit of \$300.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,550.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order for **\$1,550.00**.

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: January 17, 2014

Residential Tenancy Branch

