



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. The hearing was conducted by conference call. The landlord's representative and the named tenant called in and participated in the hearing.

Issues

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

This tenancy began on July 1, 2007. The subsidized rent is \$577.00 due in advance on the first day of each month. The tenant paid a security deposit of \$395.00 at the start of the tenancy. The tenant did not pay rent for January, February or for March when it was due. On March 17, 2014 the landlord personally served the tenant with a Notice to End Tenancy for non-payment of rent. After the tenants received the Notice to End Tenancy they agreed to a payment schedule to pay the outstanding rental arrears. The landlord agreed to allow the tenancy to continue if the tenants made all payments on the required dates. The landlord's representative testified that the tenants have not made the payments as required and the tenants' payments have been accepted: "for use and occupancy only". The tenants have recently made a \$300.00 payment and as of the date of the hearing there is still \$14.00 in unpaid rent owed for May. The tenants did not file an application to dispute the Notice to End Tenancy. The landlord's representative said at the hearing that if rent for June is paid the landlord will allow the tenants to occupy the rental unit for the month of June, but the landlord is not prepared to reinstate the tenancy and requested an order for possession effective May 31st.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenants must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenants do neither of these two things, they are conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

Order of Possession - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective May 31, 2014 after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$14.00. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$64.00. The landlord may retain the said sum from the security deposit that it holds.

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: May 15, 2014

Residential Tenancy Branch

