



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LANGLEY LIONS SENIOR CITIZENS HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for unpaid rent pursuant to section 55; a monetary order for unpaid rent pursuant to section 67; and authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The tenant did not attend. The landlord was given full opportunity to be heard, to present evidence and to make submissions. The landlord provided evidence, including witness confirmation that a 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") was personally served to the tenant on April 7, 2015. The landlord gave sworn testimony that the tenant was personally served with the Application for Dispute Resolution hearing package on May 7, 2015. The landlord testified that the tenant was personally served with additional documentary evidence on June 9, 2015. I accept that the tenant was duly served with the 10 Day Notice and the Application for Dispute Resolution hearing package as well as the landlord's further evidentiary package.

Issues to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?
Is the landlord entitled to a monetary award for unpaid rent arising out of this tenancy?
Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord gave evidence that this tenancy agreement began on January 1, 2010 on a month to month basis. The rental amount for this unit was established at \$300.00 and is currently \$320.00 payable on the first of each month. The landlord testified that she continues to hold the \$150.00.00 security deposit that the tenant paid on December 22, 2009.

The landlord has applied for an Order of Possession for unpaid rent for the month of April 2015. The landlord provided undisputed sworn testimony with documentary evidence in support that the tenant did not pay rent of \$320.00 due on April 1, 2015. The landlord testified that, as of the date of this hearing, the tenant has not paid any amount towards rent for the months of April, May or June 2015. The landlord submitted the ledger for rental payments from this tenant with respect to this unit that show the tenant's failure to pay rent in April, May and June 2015. The landlord testified that she believes the tenant is experiencing personal difficulties that have led to financial difficulties. The landlord testified that there have been attempts by various landlord representatives to speak to the tenant and assist him. The landlord testified that their organization offers supports to those residents who wish to avail themselves of those services.

Landlord LW testified that she has attended to the tenant's rental unit on several occasions. At first, she attended to speak to him about his outstanding rent. She testified that she received no response when she knocked at the tenant's door. After a period of time had passed, the landlord placed a notice of abandonment on the tenant's door. When the landlord attempted to enter the residence, the lock had been changed and they were unable to enter with their key. The tenant answered the door. Landlord JD testified that, in response to inquiries by the landlord about his rent, the tenant has responded with shrugs and indications that he does not know how he will pay rent.

The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord testified that the tenant did not pay the April 2015 rent after receiving the 10 Day Notice on April 7, 2015. After the expiration of that 10 Day period, the landlord applied for an Order of Possession.

The landlord also sought monetary award of \$960.00 for three months' rent including \$320.00 for April, May and June 2015. The landlord sought to retain the tenant's \$150.00 security deposit towards any award for unpaid rent.

Analysis

The tenant failed to pay the April 2015 rent within five days of receiving the 10 Day Notice to End Tenancy. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenant's failure to take either of these actions within five days led to the end of his tenancy on the effective date of the notice. The tenant was required to vacate the premises by April 17, 2015. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession as requested at this hearing.

I find that the landlord is entitled to receive an order for unpaid rent for the months of April, May and June 2015. I accept the uncontested evidence offered by the landlord that the tenant has failed to pay rent. The testimony of two landlord representatives was supported by documentary evidence including a ledger recording rental payments. I am satisfied that the landlord has shown, on a balance of probabilities that the tenant has failed to pay rent in April, May and June 2015, resulting in the landlord issuing a valid notice to end tenancy and an appropriate application for a monetary order. I am issuing the attached monetary order that includes the landlord's application for \$960.00 in unpaid rent.

The landlord testified that she continues to hold a security deposit of \$150.00 plus *any* interest from December 22, 2009 to the date of this decision for this tenancy. There is no interest payable for this period. Pursuant to section 72(2), I will allow the landlord to retain the \$150.00 security deposit in partial satisfaction of the monetary award.

Conclusion

I grant the landlords an Order of Possession to be effective two days after notice is served to the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

I issue a monetary Order in favour of the landlords as follows:

Rental Arrears for April 2015	\$320.00
Rental Arrears for May 2015	320.00
Rental Arrears for June 2015	320.00
Less Security Deposit	-150.00
Total Monetary Award	\$810.00

The landlord is provided with formal Orders in the above terms. Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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 22, 2015

Residential Tenancy Branch