



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, FF

Introduction

This hearing was convened in response to an application by the landlord, amended during the hearing, pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession for unpaid rent - Section 55;
2. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing and were given opportunity to present all relevant evidence and testimony in respect to their claims and to make relevant prior submission to the hearing and fully participate in the conference call hearing. The tenant acknowledged receipt of the landlord's document evidence and the landlord provided evidence they served the tenant with the notice of Hearing and their evidence by registered mail sent on May 28, 2015. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The landlord testified that the rent is now current to the end of July 2015 and that they solely seek an Order of Possession, and to recover the filing fee.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began in 1998. Rent in the amount of \$1045.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant. The tenant failed to pay rent in the month of May 2015 and on May 06, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to their door. The tenant acknowledges receiving the Notice – deemed to have been received May 09, 2015. The tenant did not satisfy the rent within the 5 days thereafter and did not file for dispute resolution. The tenant made a partial payment towards the arrears of rent via a cheque dated May 15, 2015- received May 19, 2015 - in the amount of \$500.00. The landlord acknowledged receipt of the late rent and communicated by letter to the tenant that it was being

accepted for *Use and Occupancy Only* and that its acceptance did not constitute reinstatement of the tenancy. The parties agreed that the remainder of May 2015 rent was not fully satisfied until into June 2015. The landlord testified that the tenant has a history of late payments and despite the tenant having made payments of rent since June 2015 they are not confident the tenant will continue to satisfy the rent when due.

Analysis

Based on the testimony of the parties, and the landlord's evidence, I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant did not pay all of the rent within the 5 days prescribed to do so nor did they apply for Dispute Resolution within the same 5 days to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice – May 19, 2015. Based on the above facts I find that the landlord is entitled to an **Order of Possession**. As the landlord has accepted rent to the end of July 2015, the Order will be effective July 31, 2015.

The landlord is further entitled to recovery of the \$50.00 filing fee.

Conclusion

I grant an Order of Possession to the landlord **effective July 31, 2015**. The tenant must be served with this **Order of Possession**. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I Order that the landlord may retain \$50.00 from the tenant's security deposit in satisfaction of the award of the filing fee. The remainder of the deposit must be administered pursuant to the Act.

This Decision is final and binding on both parties.

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: July 13, 2015

Residential Tenancy Branch

