



# Dispute Resolution Services

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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: MNR OPR FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55; and
- d) An order to recover the filing fee pursuant to Section 72.

### **SERVICE:**

Both parties attended. The landlord gave sworn testimony that the Notice to end Tenancy dated June 3<sup>rd</sup>, 2015 was served by posting it on the tenant's door and the Application for Dispute Resolution personally. The tenant contended at length that he did not recognize or remember staff at the Society. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

### **Issue(s) to be Decided:**

The tenant was issued a Notice to End Tenancy dated June 3, 2015 for unpaid rent. Is the landlord now entitled to an Order of Possession and to a Monetary Order for rental arrears and filing fee?

### **Background and Evidence:**

The tenant attended with a support person. Both parties were given opportunity to be heard, to present evidence and to make submissions. The landlord testified that tenancy commenced on June 1, 2014, rent is \$345 a month and a security deposit of \$172.50 was paid. The landlord testified that the tenant is in rent arrears of \$1380 as of September, 2015 and also owes \$136 for mattress encasement due to bed bug infestation. A rent ledger was provided as evidence. A letter in evidence explained that in December 2014, the landlord began to experience returned cheques and payment plans were put in place to support the tenant who suffers from acquired brain injury. A Health Authority works with the landlord society to support persons to remain living



independently. The letter explains he paid some of the arrears and alternate housing was found for the end of May 2015 on condition he pay all arrears. He refused to leave and stopped connecting with the support team and refuses to pay arrears that are rising each month. The letter states they have exhausted all avenues possible and they have no choice other than to have him move on. The landlord notes the tenant paid some of the arrears in July and August and was given a receipt noting it was “for use and occupancy only”.

The landlord requests an Order of Possession and a monetary order for rent arrears and the cost of mattress encasement. She said this was an urgent matter as there is a serious bed bug infestation and they need to get into the tenant’s unit to spray and treat for bed bugs as they are encroaching on other tenant units. She said the maximum time she could grant for an Order of Possession is September 25, 2015.

The tenant contended that he had sent a letter with a repayment plan and had received no answer. The landlord said the tenant has had a lot of supports, he refuses to pay or listen to his supports or the landlord and he is non compliant with the bed bug issue. She said the letter had been forwarded to his support services and in light of the history of dealing with the tenant, the landlord is not prepared to accept his suggestion of a payment plan. The tenant wanted to continue to argue that the landlord should be compelled to accept his payment plan. After several attempts to explain the process to him and that the landlord was not compelled to accept his payment plan, the hearing was concluded.

In evidence is the Notice to End Tenancy, the lease agreement, a receipt for “use and occupancy”, a rental ledger, a rent subsidy application and letters from the landlord.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

### **Analysis**

#### **Order of Possession**

I find that the landlord is entitled to an Order of Possession. There is outstanding rent. The Tenant has not made application pursuant to Section 46 to set aside the Notice to End a Residential Tenancy and the time to do so has expired. In these situations, the Residential Tenancy Act provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice which was June 13, 2015. An Order of Possession is issued effective September 25, 2015 as agreed by the landlord.

#### **Monetary Order**



I find that there are rental arrears in the amount of \$1380 representing rental arrears including September 2015; in addition \$136 is owed for a mattress encasement cost due to bed bug infestation. I find the tenant submitted no evidence that this amount was incorrect and I find no provision in the Act that compels a landlord to accept a payment proposal from a tenant; furthermore, given the history of the tenant's dealing with the landlord, I find their refusal of a payment plan is understandable. I find the landlord entitled to a monetary order for \$1516 and to retain the security deposit to offset the amount owing.

**Conclusion:**

I find the landlord is entitled to an Order of Possession effective September 25, 2015 and to a monetary order as calculated below. I find the landlord is entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears including September 2015	1380.00
Mattress encasement cost	136.00
Filing fee	50.00
Less security deposit (no interest 2014-15)	-172.50
Total Monetary Order to Landlord	1393.50

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: September 10, 2015

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Residential Tenancy Branch



