



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Jia Sheng Ent Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant applied on November 13, 2015 for:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on November 19, with an amendment made December 8, 2015 for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

Preliminary Matter

The Tenant did not appear on the conference call hearing. I accept the Landlord's evidence that the Tenant was served with the Landlord's application for dispute resolution and notice of hearing and the amended application for dispute resolution, each by registered mail in accordance with Section 89 of the Act. As the Tenant did not attend to pursue its own application I dismiss the Tenant's application. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on April 1, 2014. Rent of \$800.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$400.00 as a security deposit. The rental unit was purchased by the current Landlord on March 31, 2015. The Tenant owed arrears and failed to pay the full rent for November 2015 and on November 9, 2015 the Landlord served the Tenant in person with a 10 day notice to end tenancy for unpaid rent (the "Notice"). The Tenant has not moved out of the unit and has not paid the arrears. The Landlord claims \$1,255.00 for arrears to and including November 2015, \$200.00 for December 2015 and \$400.00 to January 15, 2016 as unpaid rent.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Considering that the required form and content is contained on the Notice and given the dismissal of the Tenant's application I find that the Landlord is entitled to an order of possession.

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Rent is payable until a tenancy ends. Based on the Landlord's evidence, I find that the Tenant has failed to pay rent as required under the tenancy agreement and that the Landlord is entitled to unpaid rent of **\$1,855.00**. As the application is successful I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,900.00**. Deducting the security deposit of **\$400.00** plus zero interest leaves **\$1,500.00** owed by the Tenant to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord. 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 retain the **deposit** and interest of \$400.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,500.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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 13, 2016

Residential Tenancy Branch

