



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, FF

Introduction

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

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67;
3. 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 the claim and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Preliminary matters

The parties corrected and consented as to the proper names of the tenants - and reflected in the amended style of cause. Tenant MCB clarified tenant MC no longer resides in the unit.

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 June 2013. Rent in the amount of \$800.00 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 in the amount of \$400.00 which they retain in trust. The

tenant failed to pay rent in the month of December and on January 05, 2016 the landlord personally served the tenant with a notice to end tenancy for non-payment of rent – however it was not in the correct name of tenant MCB. The tenant further failed to pay rent in the month of January and February 2016. However since January 05, 2016 the tenant satisfied all but \$115.00 for December 2015 and paid \$800.00 in March 2016. The quantum of the landlord's monetary claim is for outstanding rent for December 2015 and January and February 2016 in the sum of \$1715.00. The tenant agrees they owe the landlord the stated arrears.

Analysis

Based on the evidence of both parties I find as follows. Pursuant to Section 68(1) of the Act I find that the 10 Day Notice to End was not in the correct name of the tenants. However, I am satisfied that the persons receiving the notice knew or should have known the information that was omitted from the notice. In the circumstances I find it reasonable to amend the Notice to End. 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 has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the automatically corrected effective date of the notice pursuant to Section 53 of the Act. Based on the above facts I find that the landlord is entitled to an **Order of Possession**.

I also find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears for December 2015 and January and February 2016	\$1715.00
Filing Fee	100.00
<i>Less Security Deposit held</i>	<i>-400.00</i>
Total Monetary Award to landlord	\$1415.00

Conclusion

I grant an Order of Possession to the landlord effective March 31, 2016.

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 security deposit 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 **\$1415.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

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: March 30, 2016

Residential Tenancy Branch