



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 dealt with an application by the landlord for an order of possession, and a monetary order for unpaid rent. The hearing was conducted by conference call. The landlord's representatives called in and participated in the hearing. The tenant also called in and participated in the hearing.

Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order and if so, in what amount?

Background and Evidence

This tenancy began on November 1, 2017. The current subsidized rent is \$510.00 due in advance on the first day of each month. The tenant has not paid a security deposit. The tenant did not pay rent for November, 2015 when it was due. On January 7, 2016 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent by posting it to the door of the rental unit. The Notice claimed that the tenant failed to pay rent in the amount of \$579.00 that was due on January 1, 2016. The tenant did not apply to dispute the Notice to End Tenancy.

The landlord's representatives testified at the hearing that on January 21, 2016 the tenant made a payment to the landlord by money order in the amount of \$1,060.00. The landlord accepted the payment for use and occupancy only. The January payment left the amount of \$74.00 due for rent and NSF charges. The tenant's February rent cheque was returned due to insufficient funds. At the hearing the landlord's representative testified that the tenant's rent for February and March was unpaid and including the arrears of \$74.00, the sum of \$1,094.00 was due to the landlord.

The tenant requested that he be given an opportunity to pay the rental arrears and continue his tenancy. The landlord's representatives were unwilling to do so because of the history of late and deficient rent payments.

Analysis

I have no authority to compel a settlement of a dispute. Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. The payments made by the tenant were late and they were not accepted so as to reinstate the tenancy.

Conclusion

Order of Possession - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$1,094.00 for the outstanding rent for February and March as well as arrears of \$74.00. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$1,194.00 and I grant the landlord an order under section 67 in the said amount. 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: April 07, 2016

Residential Tenancy Branch