



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MUKS KUM OL HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on March 02, 2016 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement. The Agent for the Landlord stated that the Canada Post website shows the Tenant signed for this package on March 03, 2016. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

On April 08, 2016 the Landlord submitted 12 pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence sent to the Tenant, via registered mail, on April 08, 2016. The Landlord submitted Canada Post documentation that corroborates this statement. The Agent for the Landlord stated that the Canada Post website shows the Tenant signed for this package on April 11, 2016. In the absence of evidence to the contrary, I find that the Tenant received this evidence and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession; to a monetary Order for unpaid rent; and to keep all or part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on May 01, 2010;
- the current monthly rent is \$883.00;
- rent is due by the first day of each month;
- the Tenant paid a security deposit of \$306.00;
- the Tenant currently owes \$719.00 in rent for March and \$883.00 in rent for April of 2016;
- a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of February 24, 2016, was mailed to the rental unit on February 09, 2016;
- the Ten Day Notice to End Tenancy declared that the Tenant owed \$966.00 in rent that was due on February 01, 2016;
- on February 25, 2016 the Tenant paid \$180.00, which was applied to outstanding rent;
- on March 22, 2016 the Tenant paid \$250.00, which was applied to outstanding rent; and
- on March 22, 2016 the Tenant paid \$700.00, which was applied to outstanding rent.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that currently requires the Tenant still owes \$719.00 in rent for March of 2016 and \$883.00 in rent for April of 2016. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act* and she is still in possession of the rental unit, I find that the Tenant must pay \$1,602.00 in outstanding rent to the Landlord.

If rent is not paid when it is due, section 46(1) of the *Act* entitles landlords to end the tenancy within ten days, by providing proper written notice. On the basis of the undisputed evidence, I find that the Ten Day Notice to End Tenancy, dated February 09, 2016, was mailed to the Tenant on February 09, 2016.

Section 46 of the *Act* stipulates that a Tenant has five days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the tenancy has ended. On this basis I grant the landlord an Order of Possession.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on April 30, 2016. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$1,702.00, which is comprised of \$1,602.00 in unpaid rent and \$100.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$306.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$1,396.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 19, 2016

Residential Tenancy Branch