



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, 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 - Section 67;
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application(\$100) - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof of Canada Post mail registration inclusive of the tracking number for the mail.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

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 July 17, 2009. Rent in the amount of \$904.00 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 March 2016 and on March 03, 2016 the landlord

served the tenant with a notice to end tenancy for non-payment of rent by posting it to the tenant's door. The tenant did not pay the rent within the prescribed time of 5 days after deemed received on March 06, 2016: that is by March 11, 2016. The tenant further failed to pay rent in the month of April 2016. The landlord testified the tenant still resides in the unit. The landlord further seeks the rent for May 2016. The landlord identified the tenant overpaid the February 2016 rent by \$2.42 forming a credit in the same amount on the landlord's rental roll.

Analysis

Based on the landlord's evidence 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 effective date of the notice.

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's request for May 2016 rent is dismissed, with leave to reapply if necessary. 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

Unpaid rent for March and April 2016	\$1808.00
<i>Tenant's credit / landlord's record</i>	<i>-\$2.42</i>
Filing Fee for the cost of this application	\$100.00
<i>Less Security Deposit</i>	<i>-400.00</i>
Total Monetary Award	\$1505.58

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day it is served** on the tenant. 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 **\$1505.58**. 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: April 27, 2016

Residential Tenancy Branch