



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order and an order of possession.

The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agreed the tenancy began as a month to month tenancy beginning on July 1, 2014 for the current monthly rent of \$1,200.00 due on the 1st of each month and a security deposit of \$600.00 was paid.

The landlord has submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on June 16, 2016 with an effective vacancy date of June 26, 2016 due to \$5,700.00 in unpaid rent.

The landlord testified the tenant failed to pay the full rent owed for the months of October, 2015; November, 2015; December, 2015; January, 2016; April, 2016; May, 2016 and June, 2016 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on June 16, 2016.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The landlord also submits the tenant has paid no rent since the Notice was issued for any arrears or the months of July and August 2016.

The tenant did not dispute the landlord's claim but sought to engage the landlord in a settlement discussion. The landlord's agent would not negotiate a settlement during the hearing but did offer to discuss possibilities after the hearing. The parties agreed the tenant would contact the landlord's agent immediately after the hearing concluded.

Analysis

Based on the landlord's undisputed testimony and evidence I find the landlord is entitled to the orders sought in this Application for Dispute Resolution.

I have reviewed all documentary evidence and testimony and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on June 19, 2016 and the effective date of the notice is amended to June 29, 2016, pursuant to Section 53 of the *Act*. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing, I find the tenant is conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$8,200.00** comprised of \$8,100.00 rent owed and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$600.00 in partial satisfaction of this claim. I grant a monetary order in the amount of

\$7,600.00. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 26, 2016

Residential Tenancy Branch