Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, MNR, MNSD, MNDC, 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 Cause, a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss, 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 July 21, 2016 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted with the Application for Dispute Resolution were sent to the Tenant at the rental unit, via registered mail. The Landlord submitted Canada Post documentation that corroborates this statement. 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 August 17, 2016 the Landlord submitted 4 pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on August 17, 2016. In the absence of evidence to the contrary I find that these documents were served in accordance with section 88 and they were 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 April 01, 2012;
- the Tenant was required to pay subsidized rent of $636.00 by the first day of each month;

- the Tenant paid a security deposit of $300.00;
- a One Month Notice to End Tenancy for Cause, which has an effective date of July 31, 2016, was posted on the door of the rental unit on June 16, 2016;
- on August 25, 2016 the Tenant paid rent of $1,050.00, which was accepted for use and occupancy only; and
- the Tenant owes $707.00 in rent for the period ending August 31, 2016.

The Landlord submitted a Proof of Service that corroborates the Agent for the Landlord's testimony that the One Month Notice to End Tenancy for Cause was posted on the door of the rental unit on June 16, 2016.

The Landlord submitted a ledger that corroborates the Agent for the Landlord's testimony that the Tenant owes $707.00 in rent for the period ending August 31, 2016, after the $1,050.00 payment of August 25, 2016 is taken into account.

Analysis

On the basis of the undisputed evidence I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of $636.00 by the first day of each month and that rent of $707.00 is owed for the period ending August 31, 2016. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay $707.00 in outstanding rent to the Landlord.

On the basis of the undisputed evidence I find that the Tenant was served with a One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*, which required the Tenant to vacate the rental unit by July 31, 2016.

Section 47(5) of the *Act* stipulates that tenants are conclusively presumed to have accepted that the tenancy ends on the effective date of a notice received pursuant to section 47 of the *Act* and that the tenants must vacate the rental unit by that date unless the tenants dispute the notice within ten days of receiving it. As there is no evidence that the Tenant filed an application to dispute the Notice to End Tenancy, I find that the Tenant accepted that the tenancy was ending on July 31, 2016, pursuant to section 47(5) of the *Act.* I therefore 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 two days after it is served upon the Tenant. 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 $807.00, which includes $707.00 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 $300.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of $507.00. In the event 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: September 08, 2016

_____
Residential Tenancy Branch