



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNSD, MNR, 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; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started a couple of years prior to 2011 when the current Landlord purchased the unit. Rent of \$1,000.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$500.00 as a security deposit. On May 16,

2016 the Landlord served the Tenants with a one month notice to end tenancy for cause (the "Notice"). The reason indicated on the Notice is repeated late payment of rent. The Tenants did not dispute the Notice and have not moved out of the unit. The Tenants owed arrears of \$2,800.00 to May 2016 and failed to pay rent for June, August, September and October 2016. The Landlord claims an order of possession for as soon as possible.

Analysis

Section 47 of the Act provides that upon receipt of a notice to end tenancy for cause, the tenant may, within ten days of receiving the notice, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does not dispute the notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must vacate the unit by that date. Based on the undisputed evidence of the Landlord I find that the Landlord gave the Tenants the Notice and the Tenants did not dispute the Notice. As a result I find that the Landlord is entitled to an order of possession.

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Based on the undisputed evidence of the Landlord, I find that the Landlord has substantiated that the Tenants failed to pay rent of **\$6,800.00**. The Landlord is therefore entitled to this sum. As the Landlord has been successful with its application the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$6,900.00**. Deducting the security deposit plus zero interest of **\$500.00** leaves **\$6,400.00** owed by the Tenants to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord. 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 **deposit** and interest of \$500.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$6,400.00**. If necessary, 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: October 19, 2016

Residential Tenancy Branch