



Dispute Resolution Services

Page: 1

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding 353806 B.C. Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, MNSD, FF

Introduction

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

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

The landlord submitted documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on October 7, 2016 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the documentary evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause; 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, 47, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord has submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on March 1, 2016 for a month to month tenancy beginning on March 1, 2016 for the monthly rent of \$1,200.00 due on the 1st of each month with a security deposit of \$600.00 paid;
- A copy of a 1 Month Notice to End Tenancy for Cause issued on August 25, 2016 with an effective vacancy date of September 30, 2016 citing the tenant has been repeatedly late paying rent; and
- A copy of a tenant ledger showing the tenant has failed to pay rent in full on time each of the following months: May, June, July, August, September and October 2016.

The landlord submitted that the 1 Month Notice to End Tenancy was served to the tenant by posting it to the rental unit door on August 26, 2016. The landlord testified the tenant has not paid any amount of rent since the final entry on the ledger submitted and currently has \$3,400.00 in arrears.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if, among other things, the tenant is repeatedly late paying rent. Section 47(4) allows a tenant who receives a notice under Section 47 to apply to dispute the notice within 10 days of receiving it. Section 47(5) states that if a tenant does not file an Application for Dispute Resolution seeking to cancel such a notice the tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the unit by the effective date of the notice.

I accept the undisputed testimony of the landlord that the 1 Month Notice to End Tenancy for Cause was served to the tenant on August 26, 2016 by posting it on the rental unit door. Section 90 of the *Act* deems documents served in such a manner to be received on the 3rd day after they have been posted.

As there is no evidence before me that the tenant has filed an Application for Dispute Resolution within the allowable 10 Days after received of the Notice I find the tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit.

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 **\$3,500.00** comprised of \$3,400.00 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 **\$2,900.00**. 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: November 25, 2016

Residential Tenancy Branch