



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

OPR, MNR, OLC

### Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67; and
- an order of possession pursuant to section 55.

The tenant applied for:

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;

The landlord's agent participated in the teleconference, the tenant did not. Both parties filed for dispute resolution and were given a Notice of Hearing letter that reflected today's date, time and passcode to join the conference. I am satisfied that the parties were both aware of today's hearing. I am also satisfied that the landlord served the tenant their evidence in accordance with Section 89 of the *Act*. The hearing proceeded and completed in the absence of the tenant. The agent for the landlord gave affirmed evidence. As the tenant did not participate in this hearing I hereby dismiss the tenants' application.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

### Background and Evidence

The landlord gave the following testimony. The tenancy began on or about July 1, 2013. Rent in the amount of \$871.25 is payable in advance on the first day of each month. At the outset of

the tenancy the landlord collected from the tenant a security deposit in the amount of \$500.00. The tenant failed to pay rent in the month(s) of August and September and September 8, 2016 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of October and November. The agent advised that in fairness to the tenant, the landlord is seeking only 21 days rent of \$590.20 for October as the unit was being repaired for ten days and was uninhabitable. The agent advised that the total amount of unpaid rent is \$3203.95.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply 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 pursuant to Section 55 of the Act. The tenant must be served with the 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.

As for the monetary order, I find that the landlord has established a claim for \$3203.95 in unpaid rent. Although the landlord's application does not seek to retain the deposit, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the tenant's \$500.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2703.95. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$2703.95. The landlord may retain the security deposit.

The tenants' application is dismissed.

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 07, 2016

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Residential Tenancy Branch