



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PHS COMMUNITY SERVICES SOCIETY
n **DECISION**

Dispute Codes OPR, MNR

Introduction

Pursuant to section 58 of the *Residential Tenancy Act*. (the *Act*), I was designated to hear this matter. This hearing dealt with the landlord's application for:

- an Order of Possession pursuant to section 55 of the *Act* for unpaid rent or utilities; and
- a Monetary Order pursuant to section 67 of the *Act* for unpaid rent.

While the landlord, represented by building manager ("SH") attended the hearing by way of conference call, the tenant, ("LMP") did not. SH (the "landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave sworn testimony that a 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") was personally served to the tenant on November 3, 2016. I find that in accordance with section 88 of the *Act* the 10 Day Notice was served to the tenant on November 3, 2016.

The landlord testified that the tenant was served with the Landlord's Application for Dispute Resolution hearing package ("dispute resolution hearing package") in person on November 24, 2016. In accordance with section 89 of the *Act*, I find that the tenant was served with the landlord's dispute resolution hearing package on November 24, 2016. A copy of the 10 Day Notice, a Proof of Service worksheet and a Direct Request Worksheet were all provided to the hearing in the Landlord's Application for Dispute Resolution ("Landlord's Application").

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order for unpaid rent?

Background and Evidence

The landlord gave evidence that the tenancy agreement in question began on October 1, 2015. This was a month to month tenancy, rent was set at \$375.00 per month and a security deposit of \$187.50 continues to be held by the landlord. The landlord explained that the tenant aged out of Provincial government care (who were previously paying her rent) and began receiving Old Age Pension from the Federal Government. Despite repeated attempts by the landlord, the tenant did not complete the required paper work to transfer her rent payments from one organization to another.

The landlord has applied for an Order of Possession and a Monetary Order for non-payment of rent for the months of June, July, August, September, October and November 2016. The landlord is seeking a Money Order of \$2,250.00 to recover monies owed from non-payment of rent for these months. The landlord indicated a willingness to forego seeking a monetary award for unpaid rent for December 2016 and January 2017 as there was little hope in recovering the current amount requested in the Monetary Order.

Analysis – Order of Possession

The tenant failed to pay the unpaid rent within five days of receiving the 10 Day Notice to End Tenancy. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenant's failure to take either of these actions within five days led to the end of her tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by November 13, 2016. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Analysis – Monetary Order

Pursuant to section 67 of the *Act*, I find that the landlord is entitled to a Monetary Order of \$2,250.00 for unpaid rent. The landlord provided testimony and written evidence was submitted with the hearing package demonstrating that rent has not been paid since May 2016.

I accept this uncontested evidence offered by the landlord. I am issuing the attached monetary order that includes the landlord's application for \$2,250.00 in unpaid rent for;

Item	Amount
Unpaid rent for June 2016	\$375.00
Unpaid rent for July 2016	375.00
Unpaid rent for August 2016	375.00
Unpaid rent for September 2016	375.00
Unpaid rent for October 2016	375.00
Unpaid rent for November 2016	375.00
Total =	\$2,250.00

The landlord explained that the landlord did not anticipate being able to recover any of this money since the tenant was living on income assistance and therefore, the landlord had no desire in pursuing rent owed for December 2016 and January 2017.

Although the landlord's application does not seek to retain the security deposit for this tenancy, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the tenant's \$187.50 security deposit plus applicable interest in partial satisfaction of the monetary award. No interest is payable over this period.

Conclusion

I am granting the landlord an Order of Possession to be effective two days after notice is served to the tenant.

I am making a Monetary Order of \$2,062.50 in favour of the landlord as follows:

Item	Amount
Rental Arrears for June 2016	\$375.00
Rental Arrears for July 2016	375.00
Rental Arrears for August 2016	375.00
Rental Arrears for September 2016	375.00
Rental Arrears for October 2016	375.00
Rental Arrears for November 2016	375.00
Less Security Deposit	-\$187.50
Total Monetary Award	\$2,062.50

The landlord is provided with formal Orders in the above terms. Should the tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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: January 9, 2017

Residential Tenancy Branch