



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding V HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;

The landlord originally filed through the Direct Request Process to address this matter however due to some discrepancies the adjudicator adjourned this matter to a participatory hearing. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Preliminary Issue

The landlord had originally sought parking fees as part of their Direct Request Application. It was explained to the landlord that parking fees cannot be recovered through that mechanism or through this conference call. The landlord indicated that they understood, accordingly; the landlords request for parking fees is dismissed with leave to reapply.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?
Is the landlord entitled to a monetary award for unpaid rent?

Background and Evidence

The landlord gave the following testimony. The tenancy began on or about February 1, 2014. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month(s) of December and on December 2, 2016 the landlord

served the tenant with a notice to end tenancy. The landlord testified that the tenants made a \$1200.00 payment on December 21, 2016 and were advised that the tenancy was not re-instated and that they were still pursuing their application. The landlord testified that they have not received the \$600.00 payment from the tenant as alleged at this time, but if it's in the mailbox, the tenant will be given credit for it.

The tenant gave the following testimony. The tenant testified that she "dropped off \$600.00 in the landlords' mailbox this morning". The tenant testified that she can pay the balance of January's rent on Thursday January 26, 2017 and February's rent on February 20, 2017. The tenant testified that from rent shouldn't be a problem for March onward.

Analysis

The tenants failed to pay their rent in full within five days of being deemed to have received the 10 Day Notices. The tenants have not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice.

The landlord is granted an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia. Based on the evidence provided by the landlord, I am satisfied that the tenants continue to owe the landlord unpaid rent. Although the landlord has not applied to retain the security deposit, using the offsetting provision under Section 72 of the *Act*, I hereby apply the \$575.00 security deposit against the amount of unpaid rent. I issue a monetary award in the landlord's favour in the amount of \$625.00.

Conclusion

The landlord is granted an order of possession and a monetary order for \$625.00.

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 24, 2017

Residential Tenancy Branch

