



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC MNR MNDC MNSD FF

Introduction:

Only the landlord attended the hearing and gave sworn testimony. He said the Notice to End Tenancy dated December 10, 2016 to be effective January 31, 2017 and the Application for Dispute Resolution were served by registered mail. He said he texted and called the tenants many times when he saw they were not picking up the registered mail but they seemed to ignore it. I find the documents are deemed to be served pursuant to sections 71, 89 and 90 of the Act for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To obtain an Order of Possession for cause pursuant to section 47;
- b) To recover unpaid rent and the filing fee for this application.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenancy is ended pursuant to section 47 and they are entitled to an Order of Possession and a monetary order for unpaid rent? Is the landlord entitled to recover the filing fee?

Background and Evidence

Only the landlord attended the hearing. The landlord was given opportunity to be heard, to provide evidence and to make submissions. Although the tenant is deemed to be served, I find the evidence of the landlord credible that he advised them by text and telephone of the hearing and the documents at the post office but they chose to ignore it. The undisputed evidence is that the tenancy commenced June 1, 2016 on a fixed term tenancy to June 1, 2017. Rent is \$1000 a month and a security deposit of \$250 and a pet damage deposit of \$250 were paid in June 2016. The landlord served a Notice to End Tenancy pursuant to section 47 of the Act.

The landlord alleges:

- (a) The tenant has been repeatedly late in paying the rent.
- (b) The tenant has put the landlord's property at significant risk;

(c) The tenant has knowingly provided false information to prospective purchasers.

The landlord said the tenants paid only half of the rent for January 2017. He no longer requires an Order of Possession as a friend advised him that they vacated and returned keys on January 15, 2017 but left lots of damage in the unit. He has no forwarding address for them yet.

Included with the evidence are records of 6 late payments of rent in July, August, September, October and November 2016, NSF cheques, the tenancy agreement and receipts for the deposits. The tenants provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

I find the weight of the evidence is that there was repeated late payment of rent. I find any one cause under section 47 of the Act, if proven, is a legal reason to end a tenancy. I find the landlord entitled to an Order of Possession. However, I find he no longer requests this as the tenants have vacated and returned the keys.

Monetary Order:

I find the tenants left January 15, 2017 and only paid one half of January's rent. I find according to their tenancy agreement, rent of \$1000 was due on the first of each month so I find they owe the landlord \$500 in unpaid rent. I find he is entitled to retain the security and pet damage deposits to offset the amount owing.

In respect to the damages allegedly caused by the tenants, I advised the landlord of his right to claim against the tenants for costs incurred by him due to actions of the tenants with sufficient proof. As the tenants have recently vacated, the landlord has been unable to obtain sufficient evidence of the nature and cost of the damages. I give him leave to reapply to claim damages within the legislated time limits.

Conclusion:

I find the landlord entitled to a monetary order as calculated below. I find him entitled to retain the security and pet damage deposits to offset the amount owed and to recover filing fees for this application.

I give the landlord leave to reapply within the legislated time limits for further compensation for damages.

Rent due January 1, 2017	1000.00
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Filing fee	100.00
Less half of rent paid	-500.00
Less security and pet damage deposits	-500.00
Total Monetary Order to Landlord	100.00

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 25, 2017

Residential Tenancy Branch