



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The following are agreed facts: The tenancy started on September 15, 2016. Rent of \$800.00 is payable on the 15<sup>th</sup> day of each month. At the outset of the tenancy the Landlord collected \$400.00 as a security deposit. The Tenants owed arrears and failed to pay rent for December 2016 and on January 6, 2017 the Landlord served the Tenants with a 10 day notice to end the tenancy for unpaid rent (the “Notice”). The Tenants did not dispute the Notice and did not pay the rent for January 2016. The Tenants did pay \$300.00 towards the arrears on January 18, 2017 and the arrears

owed to February 14, 2017 now total \$1,550.00. The Tenants have not moved out of the unit.

The Landlord requests an order of possession to be effective on February 22, 2017 and \$1,550.00 in unpaid rent.

### Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent the tenant must, within five days, either pay the full amount of the arrears indicated on the notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Based on the undisputed evidence of the Landlord I find that the Landlord gave the Tenants the Notice and the Tenants did not dispute the Notice. As a result I find that the Landlord is entitled to an order of possession as requested. Based on the agreed facts I also find that the Landlord is owed **\$1,550.00** in unpaid rent to and including January 2017.

As the Landlord has been successful with its application I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,650.00**. Deducting the security deposit plus zero interest of **\$400.00** leaves **\$1,250.00** owed by the Tenants to the Landlord.

### Conclusion

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. on February 22, 2017. The Tenant must be served with this **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.

**I order** that the Landlord retain the **deposit** and interest of \$400.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for the balance due of **\$1,250.00**. If necessary, this order may be filed in the Small Claims Court and 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: February 14, 2017

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Residential Tenancy Branch