



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes mndc, mnr, opr, ff

Introduction

The landlord applies for dispute resolution and requests an Order of Possession, a Monetary Order; and an order to retain the security deposit.

The landlord's representatives attended the hearing. The tenant did not attend. I accept that the tenant was properly served with the Application for Dispute resolution hearing package by way of registered mail, satisfying the provisions of section 88 of the Residential Tenancy Act, and that the package was deemed to be received pursuant to Section 90..

Issues to Be Decided

- Is the Notice to End Tenancy served upon the tenant effective to end this tenancy, and entitle the landlord to an Order of Possession?
- Is there rental money payable to the landlord?
- Is the landlord entitled to recover their filing fee?
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Background and Evidence

This tenancy began on June 1, 2013. Rent is due on the 1st day of each month in the amount of \$947.00. A security deposit of \$440.00 was paid on May 27, 2013. The landlord served the tenant with a 10-Day Notice to End Tenancy, after not receiving rent for the month of January. The notice was gone the next day, and the tenant called to say she would pay the arrears, demonstrating that the Notice was received by the tenant. The tenant did not pay the rent or apply for dispute resolution within the required five days of receiving the Notice to End Tenancy. A post-dated cheque for February was attempted to be cashed by the landlord, but it failed to clear. Including the NSF charges that have accrued and the unpaid arrears of rent including February's rent, the balance owing to the landlord is \$1,994.00.

Analysis

In the absence of the required rental payment, or a dispute of the notice within the 5 day period set out in the Notice, the tenant is conclusively presumed to have accepted the end of the tenancy agreement on the effective date of the Notice, by virtue of section 46(5)(a) of the Residential Tenancy Act. The landlord has established a right to possession. As requested by the landlord, and Order of Possession is issued effective February 28, 2017.

The landlord is entitled to recover the rental arrears, NSF charges, and filing fee from the tenant, for a total of \$2,094.00.

Conclusion

Pursuant to Section 55(2)(b) of the Residential Tenancy Act, I issue an Order of Possession effective on the 28th day of February, 2017. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

The landlord is entitled to an award of \$2,094.00 representing the rental arrears, NSF charges and filing fee.

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 15, 2017

Residential Tenancy Branch