



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This Hearing was scheduled to consider the Landlord's Application for Dispute Resolution seeking an Order of Possession, a monetary award for unpaid rent and compensation for damage or loss, and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing. The Landlord's agent JM testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were provided to each of the Tenants, by registered mail sent on January 23, 2017. The tracking numbers for the registered mail packages were provided.

I described the documentary evidence and the Tenant acknowledged receipt of those documents.

The Tenant did not provide documentary evidence, but stated that she felt she had a monetary claim against the Landlord. The Landlord's agent JM stated that she was unaware of the Tenant's claim and that the Landlord would be willing to discuss the issue with the Tenant upon proof of the Tenant's loss. I explained that the Tenant was at liberty to file her own Application for Dispute Resolution, if she so desired.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and Monetary Order against the Tenants?

Background and Evidence

This tenancy began on November 1, 2014.

Rent at the beginning of the tenancy was \$1,200.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$600.00 at the beginning of the tenancy.

The Landlord's agent CT testified that she posted the Notice to End Tenancy for Unpaid Rent to the Tenants' door on January 9, 2017. The Tenant acknowledged receipt of the Notice on January 9, 2017.

The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenants had five days to dispute the Notice. The Tenants did not dispute the Notice.

The Tenants made two payments towards outstanding rent, on January 11 in the amount of \$1,000.00, and on January 25, 2017, in the amount of \$948.00. The Landlord issued receipts for these two payments, for "use and occupancy only". Copies of the receipts were provided in evidence. These two payments extinguished outstanding rent up to and including January 31, 2017. Nevertheless, the Landlord's agents stated that the Landlord did not wish to reinstate the tenancy.

The Landlord's agents asked to apply the security deposit towards the Landlord's monetary award.

The Landlord's agents stated that if the Tenants paid for use and occupancy for the months of February and March, 2017, the Landlord would seek an Order of Possession effective March 31, 2017.

The Tenant SM acknowledged that no money has been paid to the Landlord for use and occupancy for the month of February, 2017, and agreed that \$1,273.00 is the balance owed to the Landlord for use and occupancy to and including February 28, 2017.

Analysis

I find the Tenants are conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on January 19, 2017.

I find that the Landlord is entitled to an Order of Possession effective **two days** after service on the Tenants. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

The Landlord has been successful in its Application and I find that it is entitled to recover the cost of the filing fee from the Tenants.

Based on the testimony of both parties, I find that the Landlord is entitled to a Monetary Order against both Tenants, calculated as follows:

Balance owed to Landlord as of February 1, 2017	\$1,273.00
Recovery of the filing fee	\$100.00
Less set off of security deposit	<u>-\$600.00</u>
TOTAL	\$773.00

This Monetary Order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

I find that the tenancy ended on January 19, 2017.

The Landlord is hereby provided with an Order of Possession and a Monetary Order.

The agents for the Landlord consented that the Landlord would not enforce the Order of Possession until February 28, 2017, if the Tenants **paid \$773.00** immediately. The Landlord's agents also stated that they would not enforce the Order of Possession until March 31, 2017, **if the Tenants pay for use and occupancy of the rental unit for the month of March, 2017 on or before March 1, 2017.**

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 16, 2017

Residential Tenancy Branch