



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTRAL PACIFIC REALTY & VANCOUVER EVICTION SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

CNR, OPR, MNR, LRE, AAT,

### **Introduction**

This hearing was convened in response to an application by the landlord **and** an application by the tenant.

**The tenant** sought to cancel a 10 Day Notice for Unpaid Rent, for the landlord to comply with the Act, set conditions on the landlord's right to entry, an order of possession of the unit, compensation for the cost of emergency repairs, reduce rent for repairs, services or facilities agreed upon but not provided, and to recover their filing fee.

**The landlord** sought an Order of Possession due to unpaid rent, and a Monetary Order to recover rental arrears.

Both parties appeared in the conference call hearing and participated with their submissions and testimony. The tenant advised they are still residing in the rental unit.

### **Preliminary matters - service**

The tenant testified they had not served the landlord with their application and notice of Hearing package, and the landlord confirmed same. The landlord testified they had served the tenant their hearing package within the required time to do so and provided proof of registered mail service to the tenant's address. The tenant acknowledged they had received a card notifying them of registered mail awaiting them at their post office,

but neglected to pick it up. The parties were advised within the hearing that service by registered mail is valid service in accordance with Section 89 of the Act, and that Section 90 of the Act deems a party served 5 days after the mail is sent. Therefore, I found the tenant was effectively served in accordance with the Act.

I found the tenant did not serve the landlord with their application and therefore their application was preliminarily dismissed.

The hearing proceeded on the merits of the landlord's application seeking an end to the tenancy and the unpaid rent.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The testimony of the landlord and the tenant is that the tenancy began October 01, 2015. I have benefit of the written tenancy agreement which states that rent in the amount of \$1800.00 is payable in advance on the first day of each month. Parking in the amount of \$85.00 is payable monthly with the rent. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$900.00 which the landlord retains in trust. The tenant failed to pay rent in the month of February 2017 and the parties agreed the landlord served the tenant with a notice to end tenancy for non-payment of rent on February 02, 2017 by posting it to their door. The tenant agreed they further failed to pay rent for the month of March 2017. The landlord's monetary claim is for the rent and parking arrears for the 2 months. The tenant testified they were denied access to certain essential facilities and services of the residential property including the parking 5 days before the effective date of the Notice to End. The landlord's agent was not authorized to deal with any claimed missteps of the landlord. The landlord further seeks an immediate Order of Possession.

The tenant does not dispute that the rent has not been paid and does not possess proof it has been paid, or expressed any other valid reason for withholding the rent.

### **Analysis**

Based on the testimony of the landlord and the tenant I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and despite having applied for dispute resolution to dispute the notice to end the tenant only confirmed that the rent has not been paid and does not have evidence upon which to dispute the landlord's claims.

The tenant was advised it is available to them to file a new application if they have evidence to support a claim against the landlord.

Based on the relevant facts in this proceeding I find that the landlord is entitled to an Order of Possession.

I find that the landlord has also established a monetary claim for unpaid rent and parking charges. The security deposit will be off-set from the award made herein.

#### *Calculation for Monetary Order*

Unpaid rent / parking – February 2017	\$1885.00
Unpaid rent / parking – March 2017	\$1885.00
<i>Less Security Deposit held in trust</i>	<i>-900.00</i>
<b>Monetary Award to landlord</b>	<b>\$2870.00</b>

**I grant** an Order of Possession to the landlord effective 2 days from the day it is served on the tenant. 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 may retain the security deposit of \$900.00 in partial satisfaction of the award and I grant the landlord an Order under Section 67 of the Act for the

balance due of **\$2870.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**Conclusion**

The tenant's application is dismissed.

The landlord's application in relevant part is granted.

**This Decision is final and binding on both parties.**

*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: March 13, 2017

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Residential Tenancy Branch