



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNR, MNSD, OPC

### Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on a Notice to End Tenancy that was given for cause, requesting a monetary order for outstanding rent, and requesting recovery of the filing fee.

The applicant(s) testified that the notice of the hearing was posted on the respondent's door on February 19, 2017; however the respondent did not join the conference call that was set up for the hearing.

The applicants further testified that the respondent admitted receipt of the notice of hearing; however he became belligerent and stated he is not going to vacate the rental unit.

Although section 89 of the Residential Tenancy Act normally requires that the notice of hearing for monetary orders be served by either registered mail or personal service, section 71(2) of the Residential Tenancy Act states

**71(2)** In addition to the authority under subsection (1), the director may make any of the following orders:

(b) that a document has been sufficiently served for the purposes of this Act on a date the director specifies;

(c) that a document not served in accordance with section 88 or 89 is sufficiently given or served for purposes of this Act.

Since the applicant has testified that the respondent admitted to him that he had received the notice of hearing, I order that the respondent has been sufficiently served for the purposes of this Act, I therefore conducted the hearing, on both the request for a monetary order and the request for an Order of Possession, in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issues are whether or not the applicants have established the right to an Order of Possession, and whether or not the applicants have established a monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicants testified that this tenancy began on May 1, 2016 with a monthly rent of \$850.00, due on the first of each month.

The applicants further testified that the tenant had previously, on April 19, 2016, paid a security deposit of \$425.00.

The applicants further testified that the tenant had been repeatedly late paying the rent, and therefore, on January 25, 2017, a one-month Notice to End Tenancy was posted on the tenant's door.

The applicants further testified that the tenant has filed no dispute of that notice, however the tenant has failed to vacate the rental unit, and has failed to pay any further rent.

The applicants are therefore requesting an Order of Possession for as soon as possible, and a monetary order as follows:

January 2017 rent outstanding	\$850.00
February 2017 rent outstanding	\$850.00
March 2017 rent outstanding	\$850.00
Filing fee	\$100.00
Total	\$2650.00

The applicants further request an order allowing them to retain the full security deposit of \$425.00 towards the claim.

Analysis

It is my finding that the applicants have served a valid one month Notice to End Tenancy on the respondent and since the respondent has filed no dispute of that notice

the respondent is deemed to have accepted the end of the tenancy, and I therefore allow the landlords request for an Order of Possession.

It is also my decision that the tenant must also pay the full outstanding rent of \$2550.00, even though the applicants have not originally requested the March 2017 rent, as the tenant has failed to vacate the rental unit, and therefore the tenant should reasonably have anticipated that, another month's rent would be due.

Having allowed the landlords full claim I also allow the request for recovery of the \$100.00 filing fee.

### Conclusion

Pursuant to sections 47, and 55 of the Residential Tenancy Act, I have issued an Order of Possession that is enforceable two days after service on the respondent.

Pursuant to sections 67 and 72 of the Residential Tenancy Act I have allowed a total monetary claim of \$2650.00, and I therefore order that the landlords may retain the full security deposit of \$425.00, and I have issued a monetary order in the amount of \$2225.00.

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: March 14, 2017

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Residential Tenancy Branch