



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPR, MNR, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for Landlord stated that on March 13, 2017 the Application for Dispute Resolution, the Notice of Hearing and evidence the Landlord submitted with the Application for Dispute Resolution were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession to a monetary Order for unpaid rent or utilities, and to retain all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on May 01, 2013;
- the Tenant was required to pay monthly rent of \$900.00 by the first day of each month;
- the Tenant paid a security deposit of \$450.00;
- the Tenant paid \$900.00 in rent for October of 2015;
- the Tenant has not paid any rent since October of 2015;
- a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of October 15, 2016, was sent to the Tenant at the rental unit on October 01, 2016, via registered mail; and
- the Tenant is still living in the rental unit.

The Landlord submitted Canada Post documentation that corroborates the testimony that a Ten Day Notice to End Tenancy for Unpaid Rent was sent to the Tenant on October 01, 2016, via registered mail.

### Analysis

On the basis of the undisputed evidence I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$900.00 by the first day of each month.

On the basis of the testimony of the Agent for the Landlord I find that the Tenant has not paid any rent for any period between November 01, 2015 and March 31, 2017. I therefore find that the Tenant owes \$15,300.00 in rent for these 17 months.

Section 46(1) of the *Act* entitles landlords to end a tenancy within ten days if rent is not paid when it is due by providing proper written notice. On the basis of the undisputed evidence I find that the Ten Day Notice to End Tenancy, served pursuant to section 46 of the *Act*, was mailed to the Tenant on October 01, 2016.

Section 46 of the *Act* stipulates that a Tenant has five days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the tenancy has ended. On this basis I grant the landlord an Order of Possession.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

### Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$15,400.00, which includes \$15,300.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$450.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$14,950.00. In the event the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 *Act*.

Dated: April 12, 2017