



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding H.E. ROOMS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The tenant did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord entered written evidence from his agent and sworn testimony that his agent posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' door on March 2, 2017 in the presence of a witness. I am satisfied that the landlord's agent served this Notice to the tenant in accordance with section 88 of the *Act*. In accordance with section 90 of the *Act*, the 10 Day Notice was deemed served to the tenant on March 5, 2017, the third day after its posting.

The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package was served on the tenant by posting it on the door on April 14, 2017. The landlord testified that he personally attempted to serve the tenant but she refused service and wouldn't open the door to accept the Notice of Hearing Package. As the landlord is seeking an order of possession pursuant to Section 55 of the *Act* and in accordance with Section 89(2)(d) of the *Act*, I am satisfied that the tenant was served with the landlord's dispute resolution hearing packages and the hearing proceeded and completed on this date.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The landlord gave the following undisputed testimony. The tenancy began on or about five years ago but is unable to provide the exact date as the previous owner did not supply copies of

the rental agreement. . Rent in the amount of \$455.00 is payable in advance on the first day of each month. The tenant paid a \$227.50 security deposit at the outset of the tenancy. The tenant failed to pay rent in the month(s) of March and on March 2, 2017 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of April and May. The landlord requests an order of possession and the recovery of the \$100.00 filing fee.

Analysis

The tenant failed to pay their rent in full within five days of being deemed to have received the 10 Day Notices. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice.

In this case, this required the tenants to vacate the premises by March 15, 2017. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord is granted an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

The landlord is also entitled to the recovery of the \$100.00 filing fee for this application. Using the offsetting provision under Section 72 of the *Act*, the landlord is entitled to withhold \$100.00 from the security deposit in full satisfaction of that claim.

Conclusion

The landlord is granted an order of possession.

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: May 29, 2017

Residential Tenancy Branch