



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFICA HOUSING ADVISORY ASSOCIATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, MNDC, 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, a monetary Order for money owed or compensation for damage or loss, 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 May 03, 2017 the Application for Dispute Resolution, the Notice of Hearing and 34 pages of evidence that were submitted to the Residential Tenancy Branch on May 23, 2017 were sent to the Tenant, via registered mail, at the rental unit. The Landlord submitted Canada Post documentation that corroborates this statement.

The Agent for the Landlord stated that on May 08, 2017 she spoke with the Tenant by telephone, at which time the Tenant advised that she was moving and she provided a forwarding address.

The Agent for Landlord stated that on May 12, 2017 the Application for Dispute Resolution, the Notice of Hearing, the 34 pages of evidence that were submitted to the Residential Tenancy Branch, and the Amendment to the Application were sent to the Tenant, via registered mail, at the rental unit and at the forwarding address provided by the Tenant. The Landlord submitted Canada Post documentation that corroborates this statement.

In the absence of evidence to the contrary I find that the aforementioned 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 and to a monetary Order for unpaid rent or utilities?

Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began before the current Landlord purchased the rental unit on April 01, 2017;
- the Tenant entered into a tenancy agreement with the former Landlord in which she agreed to pay rent of \$750.00;
- the Tenant paid a security deposit of \$375.00;
- the Tenant did not rent when it was due on April 01, 2017;
- the Tenant did not pay rent for April until May 08, 2017, at which time she also paid a late fee of \$25.00;
- rent for April was mailed to the Landlord's business office;
- the Tenant did not pay any rent for May of 2017;
- a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of April 24, 2017, was posted on the door of the rental unit on April 07, 2017;
- on April 13, 2017 the Landlord attempted to enter the rental unit, after posting notice of an inspection, and learned the former Landlord had not been provided a key for the unit;
- on April 17, 2017 the Landlord changed the lock to the rental unit and entered the rental unit, at which time the Landlord concluded that the Tenant's personal property was still in the unit;
- sometime near the end of April the Tenant contacted the Landlord as she was unable to gain access to the unit;
- at the Tenant's request the Landlord provided a moving company with access to the rental unit;
- sometime in the middle of May of 2017 the Tenant had her personal property moved out of the rental unit;
- the Tenant informed the Landlord she would have a friend clean the rental unit; and
- the rental unit has not been cleaned.

The Landlord is seeking compensation for unpaid rent of \$750.00 for May of 2017.

### Analysis

On the basis of the undisputed evidence I find that the Tenant entered into a tenancy agreement that required the Tenant to pay monthly rent of \$750.00 by the first day of each month and that the Tenant did not pay the rent when it was due on April 01, 2017.

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 posted at the rental unit on April 07, 2017.

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.

Section 26(1) of the *Act* stipulates that rent must be paid when it is due. As there is no evidence that the Tenant gave proper written notice to end this tenancy and she still had personal property in the unit in May of 2017, I find that she was obligated to pay rent when it was due on May 01, 2017. On the basis of the undisputed evidence I find that the Tenant did not pay rent for May and I find that the Tenant must pay \$750.00 in outstanding rent to the Landlord.

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 \$850.00, which includes \$750.00 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 \$375.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$475.00. In the event that 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: June 06, 2017

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Residential Tenancy Branch