



Dispute Resolution Services

Page: 1

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding NEW CHELSEA SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the *Residential Tenancy Act* (the Act) the tenant did not participate in the conference call hearing. The landlord submitted proof of mail registration and testified it had been sent to the tenant's address and returned to the landlord as unclaimed. I find that the tenant has been served in accordance with the Act. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

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 tenancy began in July 2010. The tenant's rent contribution in the amount of

\$424.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$428.50. The tenant failed to pay rent in the month of May 2017 and on May 04, 2017 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to their door for which the landlord submitted a photo image depicting the notice on a door depicting the tenant's unit number. The tenant paid a portion of the rent for May 2017 on May 29 in the amount of \$375.00, for which the landlord testified they provided the tenant with a receipt "for use and occupancy only". The tenant subsequently satisfied the rent to the end of July 2017.

Analysis

Based on the landlord's undisputed evidence 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 was deemed given the notice on May 7, 2017 establishing the effective date of the notice to end as May 17, 2017. By which time the tenant did not pay the rent and had not applied for Dispute Resolution to dispute the notice after the 5 days permitted to do so and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an Order of Possession. Given the landlord has accepted rent for the month of July 2017 the effective date of the Order is July 31, 2017.

I also find that the landlord has established a monetary claim for unpaid rent respecting the arrears for May 2017 in the amount of \$49.00. The landlord is also entitled to recovery of the \$100.00 filing fee, for a total entitlement of \$149.00. The security deposit will be off-set from the award made herein.

Conclusion

The landlord's application in relevant part is granted.

I grant an Order of Possession to the landlord **effective July 31, 2017**. 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 from the tenant's security deposit an amount not to exceed \$149.00 in satisfaction of the landlord's monetary claim.

This Decision is final and binding.

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: July 18, 2017

Residential Tenancy Branch