



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes LANDLORD; OPR, MNR, MNDC, MNSD, FF
TENANT: CNR, MT, O

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking an Order of Possession, a monetary order for unpaid rent, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Tenants filed to obtain an order to cancel the Notice to End Tenancy, for more time to make the application and for other considerations.

Service of the hearing documents by the Landlord to the Tenant were done by registered mail on June 23, 2017 in accordance with section 89 of the Act.

The Tenant did not dial into the conference call.

The hearing started at 11:00 a.m. as scheduled, however by 11:10 a.m. the Tenant had not dialled into the conference call. In the absence of any evidence from the Tenant to support the application, the application is dismissed without leave to reapply.

The hearing continued to hear only the Landlord's application.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?
4. Is the Landlord entitled to compensation for loss or damage?
5. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on April 1, 2017 as a 1 year fixed term tenancy with an expiry date of March 31, 2018. Rent is \$1,360.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$680.00 and a pet deposit of \$680.00 on March 22, 2017.

The Landlord said that the Tenant did not pay \$2,720.00 for the months of May, 2017 and June, 2017, when it was due and as a result, on June 6, 2017 she posted a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated June 6, 2017 on the door of the Tenant's rental unit. The Landlord said the Tenant has unpaid rent for July, 2017 in the amount of \$1,360.00 as well.

The Landlord also sought to recover a \$25.00 late payment fee that is written into the Tenancy agreement for each month of May, June and July 2017 and to recover the filing fee for this proceeding of \$100.00.

The Landlord further indicated that they believe the Tenant is living at the rental unit and the Landlord wants to end the tenancy. The Landlord requested an Order of Possession for as soon as possible due to unpaid rent.

Analysis

Section 46(4) of the Act states that **within 5 days of receiving** a Notice to End Tenancy for Unpaid Rent or Utilities, a Tenant must pay the overdue rent or apply for dispute resolution. The Tenant has applied to dispute the Notice to End Tenancy but the Tenant failed to appear therefore the Tenant's application is dismissed. Consequently, under section 46 of the Act, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and they must vacate the rental unit at that time.

I find that the Tenant has not paid the overdue rent and has not been successful in disputing the Notice to End Tenancy. Consequently, I find pursuant to s. 55 of the Act that the Landlord is entitled to an Order of Possession to take effect 48 hours after service of it on the Tenant.

I also find that the Landlord is entitled to recover unpaid rent for May, June and July, 2017, in the amount of \$\$4,080.00 (\$1,360.00 per month times 3 months). I further find that the Landlord is entitled to recover the late charge of \$25.00 for May, June and July, 2017 in the amount of \$75.00.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s.

38(4) and s. 72 of the Act to keep the Tenant's security and pet deposits in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$4,080.00	
	Late payment fees(2)	\$ 75.00	
	Recover filing fee	\$ 100.00	
	Subtotal:		\$4,255.00
Less:	Security Deposit	\$ 680.00	
	Pet Deposit	\$ 680.00	
	Subtotal:		\$1,360.00
	Balance Owing		\$2,895.00

Conclusion

An Order of Possession effective 2 days after service of it on the Tenant and a Monetary Order in the amount of \$2,895.00 have been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 19, 2017

Residential Tenancy Branch