



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 an application made May 26, 2017 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. Retain the security deposit – Section 38
4. Recover the filing fee – 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 claims they tracked the registered mail and determined the tenant received it. The landlord was given full opportunity to be heard, to present evidence and to make submissions. The landlord advised at the outset of the hearing the tenant still resides in the unit.

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 on April 01, 2016. Rent in the agreed reduced amount of \$1300.00 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 of \$750.00 retains same in trust. The tenant failed to pay all rent when due for some months and according to the landlord on May 15, 2017 the landlord served the tenant with a notice to end tenancy for non-payment of rent, which at that time was \$4200.00. I do not have benefit of the Notice and the landlord acknowledged not submitting a copy. The landlord testified the tenant immediately paid \$1800.00 reducing arrears to \$2400.00. The tenant then paid \$1500.00, however also owed an additional \$1300.00 for

June rent, for a sum of arrears in the amount of \$2200.00 to the end of June 2017. As of this date the tenant has not satisfied July 2017 rent.

Analysis

Based on the landlord's undisputed evidence I find that the tenant may have been served with notice to end tenancy but in the absence of that evidence its validity is in question, with the result that the landlord is not entitled to an Order of Possession. None the less, I find the landlord has established a monetary claim for unpaid rent in the sum of \$2200.00. The landlord is further entitled to recover their filing fee from the tenant for a sum entitlement of **\$2300.00**.

I grant the landlord an Order under Section 67 of the Act for the amount of **\$2300.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

Moving forward it remains available for the landlord to issue a new valid notice to end. The security deposit must be administered at the end of the tenancy pursuant to the Act.

Conclusion

The landlord's application for a monetary order is granted. The tenancy continues in accordance with the tenancy agreement.

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 05, 2017

Residential Tenancy Branch