



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, MNDC, 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 retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's undisputed evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by posting the notice on the tenant's front and back doors, in accordance with Section 89 of the Residential Tenancy Act (the Act), the tenant did not participate in the conference call hearing. The landlord testified that by the same method of service they further provided the tenant with a copy of the tenancy agreement and the notice to end tenancy of this matter. The landlord claims they submitted same to the Residential Tenancy Branch, however was additionally permitted to also submit the same evidence by facsimile following the hearing.

The landlord was given opportunity to be heard, to present testimony 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 undisputed evidence of the landlord is that the tenancy began on March 01, 2014. Rent in the amount of \$1800.00 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 \$900.00 which they retain in trust. The tenant failed to pay rent after March 2016 and on July 01, 2017 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it on the front and back doors of the rental unit, claiming the tenant owed arrears of \$28,800.00. The tenant has further failed to pay rent since. The quantum of the landlord's monetary claim is for the unpaid rent to date. The landlord testified that currently the rental unit may not be occupied, however the tenant's belongings, including a motor vehicle remain on the residential property.

### **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 has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice 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.

I also find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein. Calculation for the Monetary Order follows.

Unpaid rent to July 2017	\$28,800.00
Unpaid rent – August, September, October 2017	\$5400.00
Filing fees	\$100.00
Landlord's award	\$34,300.00
<i>Less Security Deposit</i>	<i>-\$900.00</i>
Monetary Order	<b>\$33,400.00</b>

### **Conclusion**

The landlord's application is granted.

**I grant an Order of Possession** to the landlord **effective 2 days** from the day it is served. 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 retain the deposit of \$900.00 in partial satisfaction of the claim and I grant the landlord a **Monetary Order** under Section 67 of the Act for the balance due of **\$33,400.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**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: November 08, 2017

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Residential Tenancy Branch