



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTTON MAX REALTY AND PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC FF MNR MNSD

Introduction:

Only the landlord attended the hearing and gave sworn testimony. The Notice to End Tenancy is dated August 11, 2017 to be effective September 30, 2017 and the landlord provided evidence that the Notice and the Application for Dispute Resolution and Amendment were served by registered mail (proofs of service provided). I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To obtain an Order of Possession for landlord's for cause of repeated late payment of rent pursuant to section 47;
- b) For a monetary order for unpaid rent;
- c) To use the security deposit to offset the amount owing; and
- d) To recover the filing fee for this application.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenancy is ended pursuant to section 47 and they are entitled to an Order of Possession and Monetary Order? Is the landlord entitled to recover the filing fee?

Background and Evidence

Only the landlord attended the hearing, although the tenant was served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced December 9, 2016, it is now a month to month tenancy, rent is \$3000 a month and a security deposit of \$1500 was paid. The landlord served a Notice to End Tenancy pursuant to section 47 of the Act for the tenant has been repeatedly late in paying the rent. The landlord provided evidence of three 10 Day Notices served in August, February and November and a rental ledger to support that the tenant is repeatedly late in paying rent. The rent ledger shows that rent payment was late in January, April and July 2017 also and that the tenant has not paid rent for January 2018. The landlord requests an Order of Possession effective two days from service and a monetary order for \$3000 for unpaid January 2018 rent. Included with the evidence are 10 day Notices to End Tenancy, the tenancy agreement, proofs of service

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

Section 47 of the Act provides a list of causes, any one of which if proven is sufficient to end a tenancy. One of the listed causes is repeated late payment of rent. I find the weight of the evidence is that the tenant is repeatedly late in paying his rent and the landlord duly served the One Month Notice to End Tenancy by registered mail on August 11, 2017. It was deemed to be received on August 16, 2017 pursuant to section 90 of the Act. Pursuant to section 47(4) of the Act, the tenant had 10 days to dispute the Notice and did not. I find he is conclusively presumed to have accepted his tenancy ended on September 30, 2017 pursuant to section 47((5) (a). I find the landlord entitled to an Order of Possession effective two days from service.

I find the tenant owes \$3000 for rent for January 2018 according to the evidence. I find the landlord entitled to a monetary order for \$3000 and to retain the security deposit to offset the amount owing.

Conclusion:

I find the landlord entitled to an Order of Possession effective two days from service and to a monetary order as calculated below and to recover the filing fee.

January 2018 rent	3000.00
Filing fee	100.00
Less security deposit to offset	-1500.00
Total Monetary Order	1600.00

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: January 23, 2018

Residential Tenancy Branch