



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Central Valley Property Management Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied for:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied for:

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

The hearing was scheduled to start at 9:00 a.m. on this date and lasted for 29 minutes. The Tenant did not attend the hearing within this time to pursue its application for dispute resolution. The Landlord appeared on time and was prepared to respond to the Tenant’s claims. As the Tenant did not pursue its application I dismiss the Tenant’s application.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions. I accept the Landlord’s evidence that the Tenant was served with the Landlord’s application for dispute resolution and notice of hearing (the “Materials”) by registered mail on October 24, 2017 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials on October 29, 2017.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy, under written agreement, started on July 1, 2017. Rent of \$1,050.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$525.00 as a security deposit. The Tenant failed to pay rent for October 2017 and on October 6, 2017 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice") by regular mail. The Notice is signed and dated by the Landlord, gives the address of the rental unit, sets out an effective date, sets out the unpaid rent and is on an approved form. The Tenant failed to pay rent for November and December 2017 and on December 4 and 5, 2017 the Tenant paid the full arrears. The Tenant has paid the full rent for January 2018. No rental monies are owed. The Landlord seeks an order of possession and recovery of the filing fee.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Considering that the required form and content is contained on the Notice and given the dismissal of the Tenant's application I find that the Landlord is entitled to an order of possession. As the Tenant has paid full rent for January 2018 I make the order of possession effective 1:00 p.m. January 31, 2018. As no rental monies are owed I dismiss the claim for unpaid rent. As the Landlord's application and claim in relation to unpaid rent had merit at the time the application was made, I find that the Landlord is entitled to recovery of the filing fee. I therefore order the Landlord to deduct **\$100.00** from the security deposit plus zero interest of **\$525.00**.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. on January 31, 2018. 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 \$100.00 from the security **deposit** and interest of \$525.00 in full satisfaction of the claim.

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 08, 2018

Residential Tenancy Branch