



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPQ, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid rent or utilities, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing, sent by registered mail on March 21, 2018 and successfully delivered on April 12, 2018, the tenant did not appear. A Canada post tracking number was provided as evidence of service. I find that the tenant has been duly served in accordance with the Act.

The landlords' agent gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

Based on the testimony of the landlords' agent, I find that the tenant was served with a Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit, by posting to the door on December 21, 2017. I find the tenant has been duly served in accordance with the Act.

The landlords' agent stated that the tenant did not dispute the notice to end tenancy and the effective date of February 28, 2018, has passed.

The landlords' agent stated that the tenants market rent was the amount of \$1,009.00 per month and the tenant has not paid any rent for March, April, May 2018, for the total amount of \$3,017.00.

The landlord's agent testified that from January 2018 to May 2018, each month rent has been returned for insufficient and they seek to recover the NSF fees of \$25.00 for each month in the total amount of \$125.00.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant no longer qualifies for subsidize rental unit, pursuant to section 49.1 of the Act. The tenant did not apply to dispute the notice and is therefore conclusively presumed under section 49 of the Act to have accepted that the tenancy ended on the effective date of the Notice, which was February 28, 2018.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

In this case, the tenant has not paid any rent for March, April, and May 2018 and rent has been returned NSF for five month. I find the tenant has breached the Act and this has caused losses to the landlord. Therefore, I find the landlord is entitled to recover unpaid rent and NSF fees in the total amount of **\$3,152.00**.

I find that the landlord has established a total monetary claim of **\$3,252.00** comprised of unpaid rent, NSF fees, and the \$100.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of \$444.50 in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$2,807.50**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and a monetary order for unpaid rent. The landlord may keep the security deposit in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: May 28, 2018

Residential Tenancy Branch