



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KELSON GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Landlord - OPC, MNR, FF
 Tenant – CNR, RP

Introduction

This teleconference was scheduled to hear the applications for dispute resolution of both parties. The landlord is seeking an order of possession and a monetary order for unpaid rent and the filing fee. During the hearing the landlord requested to amend her application to include the retention of the security deposit. The tenant is seeking to cancel the notice to end tenancy and has applied for an order directing the landlord to carry out repairs in the rental unit.

This hearing was originally scheduled for May 25, 2018. The tenant was represented by an agent who requested an adjournment of the hearing because the tenant had been admitted to the hospital just prior to the hearing. Accordingly the hearing was rescheduled for this date.

An interim decision dated May 25, 2018 was provided by the Residential Tenancy Branch to both parties, accompanied by a notice of hearing. Despite having made application for dispute resolution, having requested an adjournment of the hearing scheduled for May 25, 2018 and having received a notice of the adjourned hearing, the tenant did not attend the hearing. Therefore the tenant's application is dismissed. The landlord was represented by two agents who attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee?

Background and Evidence

The tenancy started in October 2004. The current monthly rent is \$633.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$237.50.

The landlord testified that on January 29, 2018; the landlord served the tenant with a one month notice to end tenancy for cause. The effective date of the notice was February 28, 2018. The landlord testified that the tenant stopped paying rent after receiving the notice to end tenancy. In addition the tenant did not dispute the notice. In early February the landlord served the tenant with a 10 day notice to end tenancy for unpaid rent and the tenant disputed the 10 day notice on March 11, 2018.

The landlord testified that the property management company makes every attempt to resolve disputes prior to making application for dispute resolution, so that the tenancy can continue. In this case, the tenant did not cooperate with the landlord. The landlord continued her efforts even after the effective end date of the notice to end tenancy which was February 28, 2018. Eventually the landlord applied for an order of possession on March 09, 2018.

The landlord stated that the tenant owed \$10.00 for January 2018 and full rent for the months of February to May 2018 for a total amount of \$2,542.00. The landlord filed a copy of the rental ledger into evidence. The landlord is also applying for the recovery of the filing fee of \$100.00 and has requested that the security deposit be deducted off her monetary entitlement.

Analysis

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for cause on January 29, 2018 and did not dispute the notice. In addition the tenant stopped paying rent upon receipt of the notice and continues to occupy the rental unit. .

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to \$2,542.00 for unpaid rent. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$100.00 for a total entitlement of \$2,642.00.

I order that the landlord retain the security deposit of \$237.50 plus the accrued interest in the amount of \$8.41 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,396.09. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective **two days after service** on the tenant and a monetary order in the amount of **\$2,396.09**.

The tenant's application is dismissed in its entirety.

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 29, 2018

Residential Tenancy Branch