



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, 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 evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence 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 tenancy began in October 2009. Rent in the amount of \$1750.00 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 \$925.00 which they retain in trust. The tenant failed to pay all the rent in the month of December 2017 and did not pay the rent for January 2018 and on January 16, 2018 the landlord served the tenant

with a notice to end tenancy for non-payment of rent by posting it on their door and further sending it to the rental unit address by registered mail. The tenant further failed to pay rent in the months of February to April 2018 and has not paid the rent by the due date for May 2018. The landlord's monetary claim is for all the unpaid rent, and the landlord further seeks an Order of Possession.

Analysis

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent, and I find that 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 by the Act 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. Given that the rent for May 2018 is past due and the tenancy is coming to an end I grant the landlord one half month's rent for May 01 to May 15, 2018 with leave to reapply, if necessary, for the balance of May 2018. The landlord is further entitled to recovery of their \$100.00 filing fee. The security deposit in trust will be off-set from the award made herein. Calculation for a **Monetary Order** is as follows.

Rental Arrears December 2017 and January 2018	\$2700.00
Unpaid rent for February to April 2018	5250.00
Unpaid rent for May 01-15, 2018	875.00
Filing Fees for the cost of this application	100.00
<i>Less Security Deposit (interest not applicable)</i>	<i>-925.00</i>
Total Monetary Award - landlord	\$8000.00

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day** it is served on the tenant. 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 security **deposit** of \$925.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the

Act for the balance due of **\$8000.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

The landlord's application in relevant part is granted.

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: May 02, 2018

Residential Tenancy Branch