



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNR, OPR, OPL

Introduction

This hearing was convened in response to the landlords' application pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

The landlords requested:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72 .

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant acknowledged receipt of evidence submitted by the landlord. The tenant did not submit any documentation for this hearing. The landlord was represented by their son.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent and for landlords' use of property?

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The tenancy began on or about May 1, 2009. Rent in the amount of \$900.00 is payable in advance on the first day of each month. The tenant paid a security deposit of \$400.00 which the landlord still holds. SV testified that he and his wife intend on moving into the subject unit. SV testified that on October 23, 2017 the landlords; who are his parents, issued a 2 Month Notice to End Tenancy for Landlords Use of Property to facilitate his moving in. SV testified that the effective date of that notice was December 31, 2017. SV testified that the tenant refused to move out. SV testified that due to her long tenure, his parents were willing to help but the tenant

stopped paying rent since March. SV testified that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on March 15, 2018. SV testified that the landlords seek an order of possession and a monetary order.

Item	Amount
Unpaid March 2018 Rent	\$900.00
Unpaid April 2018 Rent	900.00
Unpaid May 2018 Rent	900.00
Unpaid June 2018 Rent	900.00
Filing Fee	100.00
Total Monetary Order	\$3700.00

The tenant gave the following testimony. The tenant testified that she doesn't believe the landlords' son will be moving in. The tenant testified that she was promised laundry from the outset of the tenancy but has never received it. The tenant testified that there is a lot of confusion between the landlords. The tenant testified that she wants \$7000.00 compensation for the loss of laundry and that the landlords verbally promised her that.

Analysis

The landlord testified that she had paid the rent but later stated that she was promised that she could stay until August 2018 without paying as compensation for the lack of laundry. The tenant testified that all the agreements were verbal. The landlord provided documentation to support their claim. The tenant acknowledged that she received both notices to end tenancy as testified by the landlords, but chose to do nothing about them.

I find that the tenant failed to pay their rent in full within five days of being deemed to have received the 10 Day Notices. The tenants have not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice.

In this case, this required the tenants to vacate the premises by March 28, 2018. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord is granted an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the evidence provided by the landlord and their supporting documentation, I am satisfied that the tenant continues to owe the landlord unpaid rent. Although the landlord has not applied to retain the security deposit, using the offsetting provision under Section 72 of the

Act, I hereby apply the security deposit against the amount of unpaid rent. The landlord is also entitled to the recovery of the \$100.00 filing fee.

As I have found that the tenancy has ended based on the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities', I need not consider the 2 Month Notice to End Tenancy for Landlords Use of Property.

Conclusion

The landlord has been successful in their application as follows:

Item	Amount
Unpaid March 2018 Rent	\$900.00
Unpaid April 2018 Rent	900.00
Unpaid May 2018 Rent	900.00
Unpaid June 2018 Rent	900.00
Filing Fee	100.00
Less deposit	-400.00
Total Monetary Order	\$3300.00

The landlord is granted an order of possession and a monetary order for \$3300.00. The landlord may retain the security deposit.

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: June 11, 2018

Residential Tenancy Branch