



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, (the "Act"), for an order of possession, for a monetary order for unpaid rent and an order to recover the cost of filing the application from the tenant.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on May 7, 2018, a Canada post tracking number was provided as evidence of service. The Canada post history shows the tenant signed for the package on May 8, 2018. I find that the tenant has been duly served in accordance with the Act.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The landlord request that they application be amended to include subsequent unpaid rent since their application was filed. As rent is the most basic term of a tenancy, I find it not prejudicial to the tenant to amend the landlord's application for subsequent unpaid rent, pursuant to section 62 of the Act.

### Issues to be Decided

Is the landlord entitled to an order of possession?

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

Is the landlord entitled to recover the cost of the filing fee?

### Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a 1 Month Notice to End Tenancy for Cause (the "Notice"), issued on March 29, 2018, by leaving a copy of the Notice in the tenant's mailbox and by sending an additional copy by email.

The Notice explains the tenant had ten days to dispute the Notice. The Notice further explains if the Notice is not disputed within the ten days that the tenant is presumed to accept the Notice and must move out of the rental unit by the date specified in the Notice.

The landlord testified that the tenant did not pay rent as follows:

Month of unpaid rent	Rent owed
September 2017	\$ 1,905.00
November 2017 (payment \$1,000.00)	\$ 905.00
December 2017 (payment \$1,000.00)	\$ 905.00
January 2018	\$ 1,980.00
March 2018	\$ 1,980.00
April 2018	\$ 1,980.00
May 2018	\$ 1,980.00
June 2018	\$ 1,980.00
Credit for dishwasher repair	\$ -294.00
Total Rent owed	\$ 13,321.00

### Analysis

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

The tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. I find the tenancy legally ended on April 30, 2018 and the tenant is now overholding the premises.

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.

I accept the unopposed evidence of the landlord that the tenant has failed to pay rent as shown in the above table. I find the tenant has breached section 26 of the Act and the landlord has suffered a loss. Therefore, I find the landlord is entitled to recover unpaid rent in the amount of **\$13,321.00**.

I find that the landlord has established a total monetary claim of **\$13,421.00** comprise of unpaid rent and the \$100.00 to recover the filing fee from the tenant for this application.

I order that the landlord to retain the tenant's security deposit in the amount of \$925.00 in partial satisfaction of the claim. The landlord is granted a monetary order for the balance due of **\$12,496.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

#### Conclusion

The tenant failed to dispute the Notice. 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 may keep a portion of the security deposit in partial satisfaction of the claim and is granted 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: June 20, 2018

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Residential Tenancy Branch