



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SPEAKS PROTECTION PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, OPC, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for an Order of Possession based on a One Month Notice to End Tenancy for Cause (the “One Month Notice), for a Monetary Order for unpaid rent and for the recovery of the filing fee paid for this application.

Two agents for the Landlord (the “Landlord”) were present for the teleconference hearing, while no one called in for the Tenant during the approximately 14-minute hearing. As the Tenant was not present, service of the Notice of Dispute Resolution Proceeding package (the “Notice of Hearing”) was addressed.

The Landlord provided affirmed testimony that the Notice of Hearing along with the Landlord’s evidence package was sent to the Tenant by registered mail on May 28, 2018. The package was returned to the Landlord as unclaimed on June 18, 2018. The registered mail tracking number is included on the front page of this decision. As per Section 90 of the *Residential Tenancy Act*, service by registered mail is deemed five days after sending. As such, I find that despite being unclaimed, service of the Notice of Hearing is deemed to be received by the Tenant on June 2, 2018. I also note that declining to accept mail is not grounds for review under the *Act*.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on a One Month Notice to End Tenancy for Cause?

Is the Landlord entitled to a Monetary Order for unpaid rent?

Should the Landlord retain the security deposit towards compensation owed?

Is the Landlord entitled to the recovery of the filing fee paid for this application?

Background and Evidence

The Landlord provided undisputed testimony and evidence regarding the tenancy. The tenancy began on June 1, 2017, as per the tenancy agreement submitted into evidence. Current rent is \$2,700.00 per month. A security deposit in the amount of \$1,350 was paid at the outset of the tenancy and the Landlord confirmed that they are still in possession of the full security deposit amount.

A One Month Notice was signed on February 28, 2018 and served to the Tenant on the same day in person. The Landlord submitted into evidence a letter signed by the Tenant on February 28, 2018 confirming receipt of the One Month Notice.

The One Month Notice states the reason for ending the tenancy as the following:

- Tenant has allowed an unreasonable number of occupants in the unit/site
- Tenant or a person permitted on the property by the tenant has
 - Put the Landlord's property at significant risk
- Tenant has assigned or sublet the rental unit/site without landlord's written consent

The effective end of tenancy date was stated on the One Month Notice as March 31, 2018.

The Landlord also provided testimony that since the issuance of the One Month Notice, the Tenant has not paid rent for April, May, June or July 2018. They stated that small amounts have been paid totalling \$550.00. When the payments were made, the Landlord issued receipts for "use and occupancy only."

The Landlord stated that they have not received notification that the Tenant has applied to dispute the One Month Notice.

Analysis

Based on the undisputed testimony of the Landlord, I find the following:

The One Month Notice was served to the Tenant in person on February 28, 2018. In accordance with Section 47(4), and as stated on the notice, a tenant has 10 days to dispute the notice. As I do not find evidence that the Tenant filed an application to dispute the notice, I find that she is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice as per Section 47(5)(a).

Pursuant to Section 55 of the *Act*, I grant the Landlord a two (2) day Order of Possession.

I also accept the Landlord's testimony that there is rent outstanding regarding this tenancy. The Landlord submitted that rent for April, May, June and July 2018 has not been paid. They also submitted that they have received partial payments of \$550.00, which were received after the effective end of tenancy date of the One Month Notice and were accepted for use and occupancy only.

The Landlord has applied to retain the security deposit towards compensation owed. I allow the Landlord to retain the security deposit in partial satisfaction of the total amount owed pursuant to Section 38(4)(b) of the *Act*.

As the Landlord was successful in their application, I award the recovery of the filing fee paid for this application in the amount of \$100.00

In accordance with Section 67 of the *Act*, a Monetary Order will be issued to the Landlord in the amount outlined below:

Monetary Order Calculations

April 2018 rent	\$2,700.00
May 2018 rent	\$2,700.00
June 2018 rent	\$2,700.00
July 2018 rent	\$2,700.00
Filing fee	\$100.00
<i>Less partial payments made</i>	<i>(\$550.00)</i>
<i>Less security deposit</i>	<i>(\$1,350.00)</i>
Total owing to Landlord	\$9,000.00

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of **\$9,000.00** for rent owed for April, May, June and July 2018, and for the recovery of the filing fee for this application. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: July 09, 2018

Residential Tenancy Branch