



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNR, MNSD & FF

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$2928.95 for unpaid rent and damages
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

The tenant(s) failed to appear at the scheduled start of the hearing which was 9:30 a.m. on July 31, 2018. A representative of the landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenants failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The representative of the landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy and the one month Notice to End Tenancy was served on the Tenant by posting on June 7, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenant by mailing, by registered mail addressed to where the Tenant resides on June 19, 2018. The tenant failed to pick up her registered mail package and it was returned to the landlord. The landlord posted on the door on July 17, 2018. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on November 1, 2015, continue for one year and become month to month after that. The rent at the start of the tenancy was \$1100 per month payable on the first day of each month. The tenant paid a security deposit of \$550 prior to the start of the tenancy. The rent was subsequently increase to \$1140 but the landlord has not claimed the rent increase.

The Tenant failed to pay the rent for the months of May 2018 (\$250 is owed), June 2018 (\$1100 is owed) and July 2018 (\$1100 is owed) and the sum of \$2450 remains owing for rent. In addition the tenant owes \$175 for seven late fees (@\$25 each), \$200 for a strata fine and \$103.95 for clear a clogged sink.

The tenant(s) continues to reside in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. The tenant has been repeatedly late paying the rent as the landlord established there was more than 3 late payments. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

With respect to each of the landlord's claims I find as follows:

- a. I determined the tenant has failed to pay the rent for the month(s) of May 2018 (\$250 is owed), June 2018 (\$1100 is owed) and July 2018 (\$1100 is owed) and the sum of \$2450 remains owing for rent.
- b. I determined the tenant owes \$175 for seven late payments (7 late payments at \$25 each as provided in the tenancy agreement).
- c. I determined that the tenant owes \$200 for a Strata fine

- d. I determined the tenant owes \$103.95 for the cost of hiring a plumber to clear a clogged sink.

I granted the landlord a monetary order in the sum of \$2928.95 plus the sum of \$100 in respect of the filing fee for a total of \$3028.95.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$550. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2478.95.

Conclusion:

I ordered that the Landlord shall retain the security deposit of \$550. In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$2478.95.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on both parties.

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 31, 2018

Residential Tenancy Branch