



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNDCL-S, FFL

### Introduction

On June 21, 2018, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession on a Once Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”), seeking a Monetary Order for Unpaid Rent pursuant to Section 67 of the *Act*, seeking to apply the security deposit to put towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

P.G. attended the hearing on behalf of the Landlord. The Tenants did not attend the hearing. P.G. provided a solemn affirmation.

P.G. advised that she served the Tenants with separate Notice of Hearing packages and evidence by registered mail on June 23, 2018 (the registered mail tracking numbers are provided on the first page of this decision). As such, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were served individually with the Notice of Hearing packages and evidence.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession?

- Is the Landlord entitled to a monetary award for compensation for rent outstanding?
- Is the Landlord entitled to apply the security deposit towards this debt?
- Is the Landlord entitled to recover the filing fee?

### Background and Evidence

P.G. advised that she was not aware when the tenancy started exactly as she had only been in her position for a year, but she is aware that the Tenants have been living in the rental unit for three or four years. Rent was established at an amount of \$750.00 per month, due on the first day of each month. A security deposit of \$375. was paid.

P.G. submitted that the Notice was served to the Tenants by registered mail on May 18, 2018. The reasons the Landlord served the Notice are because the “Tenant or a person permitted on the property by the tenant has: significantly interfered with or unreasonably disturbed another occupant or the landlord and seriously jeopardized the health or safety or lawful right of another occupant or the landlord” and the “Tenant or a person permitted on the property by the tenant has, or is likely to: jeopardize a lawful right or interest of another occupant or the landlord.” The effective vacancy date of the Notice was June 30, 2018.

P.G. advised that the Tenants did not pay July 2018 rent and they were seeking compensation for this on their Application. As well, as the hearing was in August and the Tenants still occupied the rental unit, she requested compensation for August 2018 rent as well.

### Analysis

In considering this matter, I have reviewed the Notice to ensure that the Landlord has complied with the requirements as to the form and content of Section 52 of the *Act*. I find that the One Month Notice to End Tenancy for Cause meets all of the requirements of Section 52.

The undisputed evidence before me is that the Tenants were deemed to have received the Notice on May 23, 2018. According to Section 47(4) of the *Act*, the Tenants have 10 days to dispute this Notice, and Section 47(5) of the *Act* states that “*If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), 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.”*

As the tenth day fell on Saturday June 2, 2018, the Tenants were allowed to make their Application to dispute the Notice by June 4, 2018 at the latest. However, the undisputed evidence is that the Tenants did not dispute the Notice.

As the Tenants did not attend the hearing and they provided no evidence prior to the hearing indicating why they did not dispute the Notice, I am satisfied that the Tenants were conclusively presumed to have accepted the Notice. As such, I find that the Landlord is entitled to an Order of Possession that is effective **two days after service of this Order** on the Tenants.

Section 67 of the *Act* allows a Monetary Order to be awarded for damage or loss when a party does not comply with the *Act*.

As outlined above, the undisputed evidence is that compensation for July and August 2018 was owing. As such, I also find that the Landlord is entitled to a Monetary Order in the amount of **\$1,500.00**, which is comprised of compensation owed for July and August 2018.

As the Landlord was successful in this application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to retain the security deposit of \$375.00 in partial satisfaction of the debt outstanding.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

**Calculation of Monetary Award Payable by the Tenants to the Landlord**

Item	Amount
July 2018 – Outstanding rent	\$750.00
August 2018 – Outstanding rent	\$750.00
Recovery of Filing Fee	\$100.00
Security Deposit	-\$375.00
<b>Total Monetary Award</b>	<b>\$1,225.00</b>

Conclusion

Based on the above, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenants. This order must be served on the Tenants by the Landlord. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Landlord is provided with a Monetary Order in the amount of **\$1,225.00** in the above terms, and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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: August 14, 2018

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Residential Tenancy Branch