



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNRL-S, OPR

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid pursuant to section 67;
- authorization to retain all or a portion of the tenants' security in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover her filing fee for this application from the tenants pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:40 a.m. in order to enable them to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package were sent to the tenant by registered mail on December 22, 2018. The landlord entered into written evidence copies of the returned envelope, including the Canada Post Tracking Number, showing that her hearing package sent to the tenant by Registered Mail was unclaimed by the tenant and returned to her. In accordance with sections 89 and 90 of the *Act*, I am satisfied that that the tenant was deemed served with the landlord's dispute resolution hearing packages on December 27, 2018,

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?
Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to retain all or a portion of the tenants' deposits in partial satisfaction of the monetary award requested?

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

Background and Evidence

The landlords' undisputed testimony is as follows. The tenancy began on or about December 1, 2018. Rent in the amount of \$1290.00 is payable in advance on the first day of each month. The tenant provided a security deposit of \$650.00 which the landlord still holds. The tenant failed to pay the rent in full for the month of December and on December 11, 2018 the landlord served the tenant with a notice to end tenancy by posting the notice on the door. The tenant further failed to pay rent in the month(s) January. The landlord advised that as of today's hearing the amount of unpaid rent is \$1980.00. The landlord seeks an order of possession.

The landlord applied for the following monetary amount.

Item	Amount
Unpaid Rent December 2018	\$690.00
Unpaid Rent January 2019	1290.00
Filing Fee	100.00
Less Deposits	-650.00
Total Monetary Order	\$1430.00

Analysis

The tenant failed to pay their rent in full within five days of being deemed to have received the 10 Day Notice. The tenant has 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 December 24, 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 undisputed evidence provided by the landlord, I am satisfied that the tenant continues to owe the landlord unpaid rent. The landlord is entitled to the recovery of the \$100.00 filing fee. The landlord is entitled to retain the security deposit in partial satisfaction of the claim. I issue a monetary award in the landlord's favour in the amount of \$1430.00

Conclusion

The landlord is granted an order of possession and a monetary order for \$1430.00. 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: February 01, 2019

Residential Tenancy Branch