



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession based on unpaid rent, for a monetary order for unpaid rent and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing, in person, on February 9, 2019, which was witnessed by a third (3) party, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

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

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent on January 19, 2019, by personal service, which was witnessed by a third (3) party. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord testified that the tenant's rent is the amount of \$700.00, paid bi- weekly.

The landlord testified that rent was paid as follows:

Rent due	Rent paid	Balance due
November 23, 2018	\$500.00	\$200.00
December 7, 2018	0	\$700.00
December 21, 2018	0	\$700.00
January 4, 2019	0	\$700.00
January 18, 2019	0	\$700.00
February 1, 2019	0	\$700.00
February 1, 2019	\$1,200.00	(\$1,200.00)
February 15, 2019	0	\$700.00
March 1, 2019	0	\$700.00
March 15, 2019	0	\$700.00
March payment	\$70.00	(\$70.00)
Balance of rent owed		\$4,530.00

The landlord testified that the rent was not paid within 5 days of the tenant receiving the notice to end tenancy on January 19, 2019. The landlord seeks an order of possession and a monetary order for unpaid rent in the amount of \$4,530.00.

The landlord testified that they seek to offset the balance of owed rent with the security deposit of \$700.00.

Analysis

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

The tenant has not paid the outstanding rent and did not apply to dispute the notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

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

I accept the undisputed evidence of the landlord that the tenant has failed to pay rent as shown above in the above table. I find the tenant breached section 26 of the Act, and

this caused losses to the landlord. I find the landlord is entitled to recover unpaid rent in the amount of **\$4,530.00**.

I find that the landlord has established a total monetary claim of **\$4,630.00** comprised of unpaid rent, and the \$100.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of **\$700.00** in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$3,930.00**. 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 pay rent and did not file to dispute the notice to end tenancy. 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 the security deposit and interest in partial satisfaction of the claim. I grant 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: March 18, 2019

Residential Tenancy Branch