



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNRL-S, FFL

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution, notice of hearing and all evidence by *registered mail* in accordance with Section 89 of the Act the tenant did not participate in the conference call hearing. The landlord submitted proof of registered mail service.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began October 15, 2018. Rent in the amount of \$2350 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1175.00 which they retain in trust. The tenant failed to pay rent in the month of January 2019 and on January 06,

2019 the landlord served the tenant with a notice to end tenancy for non-payment of rent by placing it in their mail box / mail slot. The tenant further failed to pay rent in the month of February and now March 2019.

### **Analysis**

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid in compliance with Section 52 of the Act. The tenant was deemed by Section 90 of the Act to have received the Notice January 09, 2019. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice, January 19, 2019.

Based on the above facts I find that the landlord is entitled to an **Order of Possession**.

I also find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The security deposit held by the landlord will be off-set from the award made herein.

#### *Calculation for Monetary Order*

|   |                  |
|---|------------------|
| Unpaid Rent / Rental Arrears (January, February, March 2019: \$2350 x 3 | \$7050.00        |
| Filing Fee for the cost of this application                             | 100.00           |
| <i>Less Security Deposit</i>  | <i>-1175.00</i>  |
| <b>Total Monetary Award / landlord</b>                                  | <b>\$5975.00</b> |

**I grant an Order of Possession** to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

**I Order** that the landlord retain the security deposit of \$1175.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$5975.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

### **Conclusion**

The landlord's application is granted.

**This Decision is final and binding.**

*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 19, 2019

---

Residential Tenancy Branch