



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1145243 BC LTD c/o Pacific Asset Management Corp  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing was reconvened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for Possession - Section 55;
2. A Monetary Order for unpaid rent and utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that the Tenants were served with the notice of reconvened hearing in person to Tenant FG and by registered mail to each Tenant on March 15, 2019 as ordered in the Interim Decision dated March 13, 2019.

The Landlord was given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent and unpaid utilities?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy, under written agreement, started on January 1, 2016. At the outset of the tenancy the Landlord collected \$250.00 as a security deposit and \$200.00 as a pet deposit. Rent of \$900.00 is payable on the first day of each month. The Tenants did not pay the rent on February 1, 2019 and on February 3, 2019 the Landlord served the Tenants with a 10 day notice to end tenancy for unpaid rent and utilities (the "Notice") by posting the Notice on the door. The Notice sets out an effective date of February 18, 2019, rental arrears of \$900.00 due February 1, 2019, and utilities payable of \$131.39 due January 3, 2019. The Landlord received rental arrears of \$900.00 on February 22, \$1,800.00 on March 18, \$441.00 on March 19 and \$1,020.00 on April 5, 2019. The Landlord provided the Tenants with receipts for "use and occupancy only" for each of the payments. The Tenants were left with a rental credit of \$10.13 at the end of April 2019. The Tenants also paid the utilities owing that were set out on the Notice and that have been billed to date. The Tenants have not moved out of the unit and the Landlord seeks an order of possession for as soon as possible.

### Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent the tenant must, within five days, either pay the full amount of the arrears indicated on the notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Section 55(2) of the Act provides that where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired, a landlord may request an order of possession. Based on the Landlord's undisputed evidence that the Tenants did not pay the arrears set out on the Notice within the time allowed and did not dispute the Notice, I find that the Landlord is entitled to an order of possession.

As the Landlord received the rental and utility monies claimed in the application and as set out on the Notice, I dismiss those claims. As the Landlord's application has met with success I find that the Landlord is entitled to recovery of the **\$100.00** filing fee and I order the Landlord to deduct this amount from the combined security and pet deposit plus zero interest of \$450.00.

Conclusion

**I grant** an Order of Possession to the Landlord. 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 \$100.00 from the security **deposit** and interest of \$450.00 in full satisfaction of the claim.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: May 02, 2019

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Residential Tenancy Branch