



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL PROVIDENCE MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR MNSD FF

Introduction:

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. on May 28, 2019. The landlord and an authorized representative attended the hearing and gave sworn testimony. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord said they served the 10 Day Notice to End Tenancy dated March 26, 2019 to be effective April 3, 2019 by posting it on the door and served the Application for Dispute Resolution by registered mail. The postal service showed they had attempted delivery and left notices to pick it up but the tenant never picked up the registered mail. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing and the tenant is deemed to have received the Notice of Hearing pursuant to section 90 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order of Possession pursuant to sections 46 and 55;
- c) To retain the security deposit to offset the amount owing; and
- d) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Is the landlord entitled to an Order of Possession and a monetary order for rental arrears and to recover the filing fee for this application?

Background and Evidence:

Only the landlord and a representative attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. They confirmed the tenancy commenced June 1, 2013 on a fixed term to May 31, 2014 and was month to month thereafter. Rent was \$960 but is currently \$1061.20 and a security deposit of \$480 was paid. The landlord provided evidence that the \$1419.38 owing on March 26, 2019 per the Notice to End Tenancy was not paid and no rent was paid for April 2019. They said the tenant paid \$800 on May 3, 2019 and \$1000 on May 17, 2019 and he was informed it was “for use and occupancy only” and not to reinstate the tenancy. His current unpaid balance is \$1741.68. The landlord requests a monetary order for the unpaid balance plus the filing fee, less the security deposit. They request an Order of Possession effective May 31, 2019.

The landlord provided documentary evidence to support their claim. Evidence of registered mail service and a tenant ledger showing rent owing and payments received was provided. The tenant supplied no documentary evidence and did not attend the hearing.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

Order of Possession:

I find the landlord entitled to an Order of Possession. The weight of the evidence is that there is unpaid rent of \$1741.68. Section 46(5) of the Act states if a tenant who receives a 10 Day Notice for Unpaid rent does not pay the rent (within 5 days after receipt of the Notice) or make an Application for Dispute Resolution, the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the Notice and must vacate the rental unit. I find the tenancy ended on April 3, 2019. The landlord is issued an Order of Possession effective May 31, 2019 as they requested.

Monetary Order:

The onus is on the applicant to prove on a balance of probabilities their claim. I find the Landlord's evidence credible that the tenant owes \$1741.68 as of May, 2019. I find their ledger supports their credibility and the tenant provided no documents and did not attend to dispute the claim. I find the landlord may retain the security deposit of \$480 to offset the amount owing.

Conclusion:

I find the landlord entitled to an Order of Possession effective May 31, 2019 and to a monetary order as calculated below. The calculation includes an award of the filing fee and retention of the security deposit to offset the amount owing. .

Calculation of Monetary Award:

Unpaid rent	1741.68
Filing fee	100.00
Less security deposit (no interest 2012-17)	-480.00
Total Monetary Order	1361.68

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: May 28, 2019

Residential Tenancy Branch