



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD & FF

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$9820 for unpaid rent
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

The tenant(s) failed to appear at the scheduled start of the hearing which was 11:00 a.m. on July 25, 2019. Representatives of the landlord were present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenant(s) failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the Notice to End Tenancy was personally served on the Tenants on May 23, 2019. The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. The Policy Guidelines provide that a party cannot avoid service by refusing to claim their registered mail. The Application is deemed received 5 days after mailing. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the tenants by mailing, by registered mail to where the tenants reside on June 16, 2019 and that it was sufficiently served even though the Tenants failed to claim the registered mail package. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?

- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on April 1, 2016. The rent is \$1200 per month payable on the first day of each month. The tenant paid a security deposit of \$1200 at the start of the tenancy.

The tenant(s) failed to pay the rent for the following months:

- The rent for July 2019 in the sum of \$1200
- The rent for June 2019 in the sum of \$1200
- The rent for May 2019 in the sum of \$1200
- The rent for April 2019 in the sum of \$1200
- The rent for March 2019 in the sum of \$1200
- The rent for February 2019 in the sum of \$1200
- The rent for January 2019 in the sum of \$1200
- The rent for December 2018 in the sum of \$1200
- The rent for November in the sum of \$220

The tenants made a part payment of \$1500 on June 11, 2019 leaving a balance owing to the end of July of \$8320.

The tenants continue to reside in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent and the sum of \$8320 remains outstanding. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. I granted the landlord a monetary order in the sum of \$8320 plus the sum of \$100 in respect of the filing fee for a total of \$8420.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$1200. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$7220.

Conclusion:

I ordered that the Landlord shall retain the security deposit of \$1200. In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$7220.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on both parties.

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: July 25, 2019

Residential Tenancy Branch