



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, OPC, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and the filing fee.

The notice of hearing was served on the tenant on June 14, 2019, by registered mail. The landlord provided a tracking number. Despite having been served the notice of hearing package, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order?

Background and Evidence

The tenancy started on January 01, 2019. The monthly rent is \$1,350.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$675.00. The landlord testified that the tenant failed to pay rent for full rent for May 2019 and on May 15, 2019, the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent. The landlord testified that as of the date of this hearing the tenant owed \$120.00 for May, \$1,350.00 for June and July 2019 for a total of \$2,820.00.

The landlord testified that on May 15, 2019 the landlord also served the tenant with a notice to end tenancy for cause. The tenant did not dispute the notice. The landlord filed copies of both notices into evidence and is requesting an order of possession effective two days after service on the tenant and a monetary order for unpaid rent and the filing fee. The landlord has also requested to retain the security deposit in partial satisfaction of her claim.

Analysis

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's testimony in respect of her claim. The tenant received the notice to end tenancy for unpaid rent, on May 15, 2019 and did not full pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant is deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I further find that the landlord is entitled to \$2,820.00 for unpaid rent. Since the landlord has proven her claim, I award the landlord the recovery of the filing fee of \$100.00 for a total claim of \$2,920.00.

I order that the landlord retain the security deposit of \$675.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,245.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession **effective two days after service** on the tenant and a monetary order for **\$2,245.00**.

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 22, 2019

Residential Tenancy Branch