



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession based on 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on June 11, 2019, for a monetary order for unpaid rent or utilities, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing, by registered mail, successfully delivered and signed for on July 5, 2019, the tenant did not appear. A Canada post tracking number was provided as evidence of service. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

Based on the testimony of the landlord's agent, I find that the tenant was served the Notice on June 11, 2019, by posting to the door of the rental unit. I find the tenant was deemed served three (3) days later in accordance with the Act. Filed in evidence is a copy of the Notice.

The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord's agent submits that at the time the Notice was issued the tenant had rent arrears totaling \$2,282.00. The agent stated that the tenant did not pay the outstanding rent within 5 days or dispute the Notice. The agent stated July 2019, rent became due and owing and that tenant made a partial in July 2019, in the amount of \$1,964.33 towards outstanding rent. The agent stated that no rent for August 2019 has been paid and the total amount of unpaid rent is currently \$2,565.67.

The landlord seeks an order of possession and a monetary order for unpaid rent.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent, did not apply to dispute the notice, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I accept the undisputed testimony of the landlord's agent that current amount owed for unpaid rent by the tenant is the amount of \$2,565.67. I find the tenant has breached section 26 of the Act.

I find that the landlord has established a total monetary claim of **\$2,665.67** comprised of unpaid rent, up to and including August 2019 and the \$100.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of \$527.50 and pet damage deposit of \$527.50 in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$1,610.67**. This order may be filed in the

Provincial Court (Small Claims) and enforced as an order of that court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: August 13, 2019

Residential Tenancy Branch