



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 FFL, MNRL-S, OPR

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' pet damage and security deposits (the deposits) in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The tenant did not attend this hearing, although I waited until 11:10 a.m. in order to enable them to connect with this teleconference hearing scheduled for 11:00 a.m. The landlords agent attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The agent entered written evidence and sworn testimony that they posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' door at August 9, 2019. I am satisfied that the landlord's agent served this Notice to the tenant in accordance with section 88 of the *Act*. In accordance with section 90 of the *Act*, the 10 Day Notice was deemed served to the tenants on August 12, 2019, the third day after its posting.

The agent gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package was sent to the tenant by registered mail on

September 18, 2019. The landlord gave sworn testimony, including the Canada Post Tracking Numbers, showing that his hearing package sent to the tenant by Registered Mail was signed for and accepted on October 7, 2019. I am satisfied that the tenant was served in accordance with section 89 of the Act and the hearing proceeded and completed in their absence.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to retain all or a portion of the tenants' deposits in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The tenancy began on or about September 1, 2017. Rent in the amount of \$1014.00 is payable in advance on the first day of each month, however the rent increased to \$1039.00 per month effective September 1, 2019. The tenant paid a security deposit of \$487.50 at the outset of the tenancy which the landlord still holds. The tenant failed to pay rent in the month of August and on August 9, 2019 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the months of September – November, inclusive. The landlord advised that as of today's hearing the amount of unpaid rent is \$4131.00.

The landlord seeks the following:

Item	Amount
Unpaid August 2019 Rent	\$1014.00
Unpaid September 2019 Rent	1039.00
Unpaid October 2019 Rent	1039.00
Unpaid November 2019 Rent	1039.00
Filing Fee	100.00
Less Deposit	-487.50
Total Monetary Order	\$3743.50

Analysis

The tenant failed to pay their rent in full within five days of being deemed to have received the 10 Day Notice. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice.

In this case, this required the tenants to vacate the premises by August 22, 2019. As that has not occurred, I find that the landlord is entitled to a 2-day Order of Possession. The landlord is granted an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed evidence provided by the landlords agent, I am satisfied that the tenant continues to owe the landlord unpaid rent. Using the offsetting provision under Section 72 of the *Act*, I hereby apply the security deposit against the amount of unpaid rent. The landlord is also entitled to the recovery of the filing fee.

Conclusion

The landlord is entitled to a monetary order as follows:

Item	Amount
Unpaid August 2019 Rent	\$1014.00
Unpaid September 2019 Rent	1039.00
Unpaid October 2019 Rent	1039.00
Unpaid November 2019 Rent	1039.00
Filing Fee	100.00
Less Deposit	-487.50
Total Monetary Order	\$3743.50

The landlord is granted an order of possession and a monetary order for \$3743.50. The landlord may retain the security deposit.

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: November 21, 2019

Residential Tenancy Branch