



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *OPC, MNDC, MNR*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a one month notice to end tenancy for cause. The landlord also applied for a monetary order for unpaid rent and utilities.

The landlord testified that she served the tenant with the notice of hearing and evidence package by registered mail on March 25, 2020. The landlord filed a copy of the tracking slip.

Despite having been served a notice of hearing by the landlord which contained information about the date, time and codes to join the hearing, the tenant signed into the hearing by conference call 14 minutes late and stayed for 3 minutes before she hung up. The tenant did not return to the conference call.

During the 3 minutes the tenant participated in the call, she was put under oath and she made a request for an adjournment to provide her with additional time to get legal help. As I was in the process of responding to the tenant, she hung up.

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 to a monetary order for unpaid rent and utilities?

### **Background and Evidence**

The tenancy started on January 28, 2019. The monthly rent is \$2,000.00 due on the first of each month and does not include utilities. Prior to moving in, the tenant paid a security deposit of \$1,000.00.

The landlord testified that the tenant was late paying rent multiple times and was served with a 10-day notice to end tenancy on each occasion. The landlord filed copies of the notices into evidence. The notices served on the tenant in 2019 are dated May04, October 04, November 04 and December 04.

On December 04, 2019, the landlord served the tenant in person, with a notice to end tenancy for cause with an effective date of January 29, 2020. (written in error as January 29, 2019). The reason for the notice was that the tenant was repeatedly late paying rent. The tenant signed in acceptance of the notice and did not dispute the notice.

The landlord testified that the tenant asked for additional time to find a place to move to and the landlord agreed. The landlord added that the tenant did not move out after the additional time had expired and appeared to have no intention of doing so. Therefore, on March 14, 2020, the landlord made this application for an order of possession effective two days after service on the tenant.

The landlord testified that the tenant failed to pay rent for the months of April and May 2020. The landlord stated that she received a cheque from the Government Emergency Assistance in the amount of \$500.00 per month for a total of \$1,000.00. The landlord is claiming the balance of unpaid rent for April and May 2020, in the amount of \$3,000.00.

The landlord also testified that the tenant owes for utilities and filed copies of email and text messages informing the tenant of her dues. The landlord also filed copies of utility bills. The landlord is claiming \$369.28 for utilities for the months of February, March and April 2020

### **Analysis**

Based on the undisputed testimony and documentary evidence of the landlord, I find that the tenant is deemed to have received the notice to end tenancy, on December 04, 2019 and did not make application, pursuant to Section 47 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 has been 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.

Based on the documents filed into evidence by the landlord I find that the tenant owes rent in the amount of \$3,000.00. I further find that the tenant failed to pay utilities in the amount of a total of \$369.28, despite written notices to do so and therefore owes the landlord this amount.

I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for **\$3,369.28**. 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.

I grant the landlord a monetary order in the amount of **\$3,369.28**.

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 12, 2020

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Residential Tenancy Branch