



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, OPRM-DR, FFL

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; 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 9:40 a.m. in order to enable them to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord originally applied through the Direct Request Process, but an adjudicator deemed it necessary that the matter be heard by way of participatory hearing. The landlord 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 March 26, 2020 and was signed for and accepted by the tenant on March 30, 2020. In accordance with section 89 of the *Act*, I am satisfied that the tenant was served with the landlord's dispute resolution hearing packages on March 30, 2020. The hearing proceeded and completed on that basis.

The landlord entered written evidence and sworn testimony that the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' door on March 3, 2020. I am satisfied that the landlord 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 tenant on March 6, 2020, the third day after its posting.

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 recover the filing fee for this application from the tenants?

Background and Evidence

The landlord gave the following undisputed testimony. The tenancy began on or about September 1, 2019. Rent in the amount of \$1500.00 is payable in advance on the first day of each month. The tenant paid a security deposit of \$750.00 and a pet deposit of \$750.00 which the landlord still holds. The tenant failed to pay rent in the month(s) of March and on March 3, 2020 the landlord served the tenant with a notice to end tenancy.

The tenant further failed to pay rent in the month(s) of April and May. The landlord testified that the tenant has made some late partial payments. The landlord testified that as of this hearing the tenant owes \$1065.00 in unpaid rent and \$25.00 late fee as per the tenancy agreement. The landlord seeks to recover the \$1090.00 as well as the \$100.00 filing fee and an order of possession.

Analysis

The tenant failed to pay their rent in full within five days of being deemed to have received the 10 Day Notices. 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 tenant to vacate the premises by March 16, 2020. 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(2)(b) of the *Act*, which must be served on the tenant(s). If the tenant does 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 landlord, I am satisfied that the tenant continues to owe the landlord \$1090.00 in unpaid rent and late fees; the landlord is also entitled to the recovery of the \$100.00 filing fee for a total monetary award of \$1190.00. Although the landlord has not applied to retain the security or pet deposits, using the offsetting provision under Section 72 of the Act, I hereby apply \$1190.00 of the deposits against the amount of unpaid rent, late fee and filing fee in full satisfaction of the monetary claim.

Conclusion

The landlord is granted an order of possession. The landlord has established a claim for \$1190.00. I order that the landlord retain \$1190.00 from the deposits in full satisfaction of the claim. The landlord is also entitled to an order of possession.

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 15, 2020

Residential Tenancy Branch