



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Protection Property Management and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RP, LRE, OLC, FF, OPR-DM, OPR-DR-PP, FFL

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on September 17, 2020 for:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order for repairs - Section 32;
3. An Order restricting the Landlord's access - Section 70;
4. An Order for the Landlord's compliance - Section 62; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on September 22, 2020 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing to present their claims in the application. The Landlord appeared and was ready to proceed. I therefore dismiss the Tenant's application without leave to reapply.

I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail on September 26, 2020 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document

served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the application and notice on September 31, 2020. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on August 15, 2019 on a fixed term to end August 14, 2021. Rent of \$3,200.00 is payable on the 3rd day of each month. At the outset of the tenancy the Landlord collected \$1,600 as a security deposit. The Tenant failed to pay rent for September 2020 and on September 9, 2020 the Landlord served the Tenant with a 10-day notice for unpaid rent (the "Notice") by sending the Notice registered mail. The Notice, in the approved form, is signed by the Landlord and dated September 8, 2020, sets out an effective date of September 20, 2020, and sets out \$3,800.00 as unpaid rent due September 3, 2020. The Landlord gave the Tenant a rent repayment plan on September 27, 2020 with the first payment of \$722.00 due October 17, 2020. The Tenant did not make any payments on the repayment plan. The Tenant has failed to pay a total of \$12,900.00 to and including rent for October 2020. This amount takes into account a rental grant of \$800.00 received by the Landlord on August 21, 2020. The Tenant paid no rent for November 2020. The Tenant is still in the unit.

The Landlord claims \$12,900.00 plus \$1,600.00 for half of November 2020 rent.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Considering that the required form and content is contained on the Notice and given the dismissal of the Tenant's application I find that the Landlord is entitled to an order of possession.

Based on the undisputed evidence of unpaid rent to November 15, 2020 I find that the Landlord has substantiated unpaid rent as claimed in the amount of **\$14,500.00**. As the Landlord's claim has been successful, I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$14,600.00**. Deducting the security deposit plus zero interest of **\$1,600.00** leaves **\$13,000.00** owed by the Tenant to the Landlord. I make these orders for the Landlord as named in the Landlord's application.

Conclusion

I grant an Order of Possession to the Landlord effective two days after its service on the Tenant. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I order that the Landlord retain the **deposit** and interest of \$1,600.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$13,000.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 10, 2020

Residential Tenancy Branch