



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNRL-S, FFL

Introduction

This hearing was convened in response to an application and amended application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

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

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and evidence (the “Materials”) by registered mail on December 27, 2020 in accordance with Section 89 of the Act. I also accept the Landlord’s evidence that an adult residing at the unit was served with the amended application in person on March 1, 2021. 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 Materials on January 1, 2021. I also find that the Tenant was served as allowed under the Act with the amended application. 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 December 15, 2018. Rent of \$1,300.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$650.00 as a security deposit. The Tenant's yard was unsightly and on October 1, 2020 the Landlord verbally requested that the Tenant clean up the yard. On November 24, 2020 the Landlord received a letter from the city informing the Landlord that the yard must be cleaned up or the city would clean it at a cost to the Landlord. On November 24, 2020 the Landlord issued a one-month notice to end tenancy for cause (the "Notice") and on November 25, 2020 the Landlord sent the Notice to the Tenant by registered mail. The Tenant did not dispute the Notice and has not moved out of the unit. The Notice sets out several reasons including that the Tenant has not done required repairs to the property. The Notice details the unsightly yard. The Landlord provides a copy of the Notice, two letters from the city, the last dated January 26, 2021, and a photo of the yard.

Analysis

Section 47(4) of the Act provides that a tenant may dispute a notice to end tenancy for cause by making an application for dispute resolution within 10 days after the date the tenant receives the notice. Section 55(2)(b) of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired. As the Tenant did not dispute the Notice and as the time for such dispute has expired, I find that the Landlord is entitled to an order of possession.

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Given the undisputed evidence of the terms of

rent payable and the undisputed evidence that the Tenant has not paid rent for the period December 1, 2020 to March 1, 2021, inclusive, I find that the Landlord has substantiated an entitlement to unpaid rent of **\$5,400.00** (\$1,300.00 x 4). As the Landlord's claims have been successful, I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$5,500.00**. Deducting the security deposit plus zero interest of **\$650.00** leaves **\$4,850.00** owed to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord effective 2 days after its service on the Tenant. The Tenant must be served with this **Order of Possession**. 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 the Landlord to retain the security deposit plus interest of \$659.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining **\$4,850.00**. 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: March 15, 2021

Residential Tenancy Branch