



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RP, OPR-DR, MNR-DR, 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 for:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. An Order for repairs - Section 32.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. An 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 pursue their application. I therefore dismiss the Tenant’s application. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

I accept the Landlord’s evidence that the Tenants were served with the Landlord’s application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail on March 2, 2022 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 Tenants are deemed to have received the Hearing Package on March 7, 2022.

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, 2021. Rent of \$1,850.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$925.00 as a security deposit. The Tenants failed to pay rent for December 2021 and January 2022 and on January 10, 2022 the Landlord served the Tenant with a 10-day notice to end tenancy for unpaid rent dated January 10, 2022 (the "Notice") by email. The Tenants gave the Landlord written authorization to have documents sent by email by signing RTB form #51 in November 2021. The Tenants have not paid the rent for December 2021 and January 2022, have not moved out of the unit, and have not paid any further rents.

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.

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Rent is payable until a tenancy ends. Based on the Landlord's undisputed evidence, I find that the Tenant has failed to pay rent as required under the tenancy agreement and that the Landlord is entitled to unpaid rent for December 2021 to March 15, 2022 inclusive in the amount of **\$8,325.00**. As the application is successful, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$8,425.00**. Deducting the security deposit of **\$925.00** plus zero interest leaves **\$7,500.00** owed by the Tenant to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord effective two days after service of the order 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 that the Landlord retain the **deposit** and interest of \$925.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$7,500.00**. 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: April 11, 2022

Residential Tenancy Branch