



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC, MNRL-S, FFL

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to a notice to end tenancy for cause and for a monetary order for unpaid rent, late fees and the recovery of the filing fee.

The notice of hearing was served on the tenant by registered mail on January 10, 2023. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. 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?

Is the landlord entitled to a monetary order for unpaid rent, late fees and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on February 01, 2022. The monthly rent is \$900.00 payable on the first of each month. A copy of the tenancy agreement was filed into evidence. A term of the agreement requires the tenant to pay a late fee of \$25.00 for rent paid after the first of the month.

The landlord testified that the tenant was late paying rent in March, April, May, August, September and October 2022. On October 06, 2022, the landlord provided the tenant with a breach letter which served as a warning letter, informing the tenant that further late payments of rent would result in a one month notice to end tenancy for cause. The landlord filed into evidence, a copy of this letter and the rent ledger to support her testimony. Despite being notified of the possibility of a notice to end tenancy for repeated late payments of rent, the tenant did not pay rent for November 2022, on time.

On November 09, 2022, the landlord served the tenant with a notice to end tenancy for cause, by posting the notice on the tenant's door, in the presence of a witness. The landlord filed the witness statement as proof of service. The tenant did not dispute the notice and continued to pay rent late for the months of December 2022 and January 2023. However, the tenant paid rent on time for February 2023. The landlord testified that at the time of the hearing, the tenant was all caught up on rent but still owed late fees in the amount of \$150.00. The landlord has applied for an order of possession effective February 28, 2023, and for late fees (\$150.00) and the filing fee (\$100.00).

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 November 12, 2022, 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 February 28, 2023. The Order may be filed in the Supreme Court for enforcement.

The landlord has filed a copy of the rent ledger to support her claim for late fees and therefore I grant the landlord late fees in the amount of \$150.00. Since the landlord is successful in her application, I award the landlord the recovery of the filing fee of \$100.

Conclusion

I grant the landlord an order of possession effective **February 28, 2023**
The landlord may retain **\$250.00** from the security deposit.

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: February 14, 2023

Residential Tenancy Branch