



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd
and [tenant name suppressed to protect privacy]

DECISION

Introduction

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

The Tenants applied for:

1. An Order cancelling a notice to end tenancy - Section 46;
2. More time to make an application to cancel a notice to end tenancy - Section 66;
3. An Order allowing the unit to be assigned - Section 65;
4. An Order restricting the Landlord's entry - Section 70;
5. An Order authorizing a lock change - Section 70;
6. A Monetary Order for the costs of emergency repairs - Section 67;
7. A Monetary Order for compensation - Section 67;
8. An Order for a rent reduction - Section 65;
9. An Order for repairs - Section 32;
10. An Order allowing access to the unit - Section 70;
11. An Order for the provision of facilities and services - Section 65; and
12. An Order for the Landlord's compliance - Section 62.

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 Tenants did not attend the hearing to pursue their application. I therefore dismiss their 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 each served with the application for dispute resolution, notice of hearing and evidence (the "Hearing Package") by registered mail on February 8, 2023 in accordance with Section 89 of the Act. Postal evidence indicates that the Tenants did not collect the mail. 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 February 13, 2023, regardless of them not collecting the mail.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on January 1, 2016. Rent of \$1,232.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$550.00 as a security deposit. The rent was increased effective October 2022 and was previously \$1,214.00. The Tenants failed to pay rent for September, October and November 2022 and on November 4, 2022 the Landlord served the Tenants with a 10-day notice to end tenancy for unpaid rent dated November 4, 2022 (the "Notice").

The Notice sets out unpaid rent of \$3,678.00. The Tenant has not informed the Landlord of any move out of the unit and has not returned any keys. The Tenants have not paid rent for January, February and March 2023. The Landlord confirms that they seek a total of \$7,374.00 as unpaid rents. The Landlord seeks an order of possession for as soon as possible.

Analysis

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. Based on the Landlord's undisputed evidence of the non-payment of rent I find that the Landlord has substantiated an entitlement to unpaid rents of **\$7,374.00**.

Section 55(1) of the Act provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Based on the Landlord's undisputed evidence of the unpaid rent to and including November 2022 rent I find that the Notice is valid. For this reason and as the Tenants' application has been dismissed I find that the Landlord is entitled to an order of possession effective two days after service on the Tenants.

As the Landlord's claims have met with success, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$7,474.00**. Deducting the security deposit plus interest of **\$552.35** from the Landlord's entitlement leaves **\$6,921.65** owed to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord effective two days after its service on the Tenants. The Tenants must be served with this **Order of Possession**. Should the Tenants 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 \$552.35 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$6,921.65**. 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 21, 2023

Residential Tenancy Branch