



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This matter proceeded by way of an ex parte Direct Request Proceeding (DRP), pursuant to section 55(4) of the Residential Tenancy Act (Act), and dealt with the landlord's Application for Dispute Resolution (the Application) for:

- an Order of Possession based on unpaid rent pursuant to sections 46 and 55 of the Act
- a Monetary Order for unpaid rent pursuant to section 67 of the Act (\$2,750.00)
- authorization to recover the filing fee for this application from the tenant pursuant to section 72 of the Act (\$100.00)

On April 27, 2023, the Adjudication reviewed the landlord's application for DRP and determined that this matter should be adjourned to a participatory hearing. The interim Decision should be read in conjunction with this Decision.

The landlord submitted a signed Proof of Service Landlord's Notice of Direct Request Proceeding which declares that, on April 6, 2023, the tenant was served with the Notice of Dispute Resolution Proceeding - Direct Request by registered mail. The landlord provided a copy of the Canada Post Customer Receipt containing the tracking number to confirm this service. I find the tenant was served in accordance with the Act.

The landlord submitted that they complied the Interim Decision and served the tenant in person on April 29, 2023, with the required documents. I find the tenant was served in accordance with the Act.

### Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

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

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### Background and Evidence

The tenancy began on October 1, 2015. Rent in the amount of \$633.00 was payable on the first of each month. A security deposit of \$350.00 was paid by the tenant. The tenant portion of rent payable is determined by a rent subsidy. The landlord is claiming \$550.00 for rent although it appears the tenant is not entitled to subsidy of \$83.00 per month.

The landlord testified that the tenant failed to pay rent for November, December 2022, and failed to pay rent for January, February and March 2023 and was served with the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued on March 10, 2023, in the amount of \$2,750.00. The landlord stated the Notice was served in person on the same day, which was witnessed.

The landlord stated that the tenant did not pay any of the outstanding rent owed and has failed to pay any rent for April, May and June 2023. The landlord seeks an order of possession, and monetary order for repayment of rent and to keep the security deposit to offset the amount owed.

### Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

I find that the tenant was served with the Notice on March 10, 2023, in person. The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the tenant had five days to dispute the notice.

The tenant has not paid the outstanding rent and did not apply to dispute the notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. I find the Notice is valid.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I find that the landlords is entitled to a monetary order, pursuant to section 55 and 67 of the Act for unpaid rent that has accumulated from November 2022 to June 2023 in the amount of **\$4,400.00**.

I find that the landlord has established a total monetary claim of **\$4,500.00** comprised of unpaid rent, and the \$100.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of **\$350.00** in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$4,150.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

### Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: June 15, 2023

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Residential Tenancy Branch