



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LU'MA NATIVE (BCH) HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy for unpaid rent dated September 7, 2015 and for a monetary award for unpaid rent.

Neither respondent attended the hearing.

Issue(s) to be Decided

Have the respondents been duly served? If so, does the relevant evidence presented during this hearing show on a balance of probabilities that the tenant has ended, entitling the landlord to an order of possession? Does it show the landlord is owed rent?

Background and Evidence

The rental unit is a three bedroom apartment, according to the landlord's agent Ms. M.

She produces a written tenancy agreement which shows that the respondent Mr. C.L. is the sole tenant. The respondent Ms. S.L. is listed as an occupant but not as a tenant. She did not sign the tenancy agreement.

The agreement shows the tenancy started in December 2010. The accommodation is subsidized housing and the tenant's portion of monthly rent is \$356.00, due on the first of each month, in advance.

The landlord holds a \$671.00 security deposit.

Ms. M. testifies that the rent is in arrears totalling \$1985.00 up to and including rent for September 2015, and as particularized in the "Details of Dispute" portion of the application.

She says she posted the ten day Notice to the tenants' door on September 7, 2015 and has received no money from either respondent.

She says she served the application and notice of hearing on the tenants by registered mail addressed to the rental unit. Canada Post records show that both items went "unclaimed by recipient."

Analysis

The landlord has shown that only the respondent Mr. C.L. is its tenant. Ms. S.L. is an occupant but not a party to the tenancy agreement.

I find that the tenant Mr. C.L. was duly served with the ten day Notice effective September 9, 2015 and that he was served with the application and notice of hearing in accordance with s. 89 of the *Residential Tenancy Act* (the "Act").

Mr. C.L. has not applied to cancel the Notice or paid the amount demanded in it within five days after he was deemed to have received it under s. 90 of the *Act* and as a result, by operation of s. 46 of the *Act* he is conclusively deemed to have accepted the ending of the tenancy.

I find that this tenancy ended on September 19, 2015 and that the landlord is entitled to an order of possession.

On the undisputed testimony of Ms. M. I find that the landlord is owed \$1985.00 for rent arrears up to and including September 2015, plus recover of the \$50.00 filing fee.

Conclusion

The application is allowed.

There will be an order of possession against the tenant.

The landlord is awarded \$1985.00 plus the \$50.00 filing fee. I authorize the landlord to retain the \$671.00 security deposit it holds, in reduction of the amount awarded. There will be a monetary order against the tenant Mr. C.L. for the remainder of \$1364.00.

This decision is rendered orally at hearing and 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: November 18, 2015

Residential Tenancy Branch

