



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNRLS, OPR

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing. The landlords' agent attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlords' agent gave testimony that the tenant was personally served in the presence of a witness; notice of this hearing along with the documentary evidence on January 25, 2018. Based on the undisputed testimony of the landlords' agent I find that the tenant was served in accordance with Section 89 of the *Act* and the hearing proceeded and completed on this date.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

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

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The landlords' agent gave the following undisputed testimony. The tenancy began on or about October 1, 2015. Rent in the amount of \$1600.00 is payable in advance on the first day of each month. At the outset of the tenancy the tenant provided an \$800.00

security deposit that the landlord still holds. The tenant failed to pay rent in the month(s) of June 2017 – January 2018 and on January 4, 2018 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of February and March. The landlords' agent advised that as of today's hearing the amount of unpaid rent is 16000.00. The landlords' agent testified that the landlord made all attempts to resolve the matter with the tenant but to no avail.

Analysis

The tenant failed to pay their rent in full within five days of being served the 10 Day Notices. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of being served the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice.

As that has not moved out as of this date, I find that the landlord is entitled to a 2 day Order of Possession. The landlord is granted an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenants continue to owe the landlord unpaid rent. Although the landlord has not applied to retain the security deposit, using the offsetting provision under Section 72 of the *Act*, I hereby apply the security deposit against the amount of unpaid rent. The landlord is also entitled to the recovery of the \$100.00 filing fee.

Conclusion

Item	Amount
Unpaid June 2017 – March 2018	\$16000.00
Filing Fee	100.00
Less Deposits	800.00
Total Monetary Order	\$15300.00

The landlord is granted an order of possession and a monetary order for \$15300.00. The landlord may retain 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: March 19, 2018

Residential Tenancy Branch