



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPC, MNRLS, FFL*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent. The landlord also applied to retain the security and pet deposits in satisfaction of his monetary claim.

The notice of hearing was served on the tenant January 12, 2023, by registered mail. 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. At the outset of the hearing the landlord informed me that the tenant had moved out the day prior to this hearing, but had left behind some of their belongings.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent and to retain the deposits?

Background and Evidence

The tenancy started on October 15, 2023. The monthly rent was \$2,740.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,350.00 and a pet deposit of \$1,350.00.

The landlord testified that the tenant has been late paying rent since November 2021 for a total of seven times. The landlord filed a copy of a rent ledger indicating the dates and amounts of rent paid. The landlord provided a breakdown of the amounts owed by the tenant and as of the date of this hearing, the tenant owes a total amount of \$1,700.00 in unpaid rent.

On December 22, 2022, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice is that the tenant is repeatedly late paying rent. The effective date of the notice is January 31, 2023. The tenant did not dispute the notice to end tenancy. The landlord is applying for an order of possession effective two days after service on the tenant. The landlord is also applying for a monetary order for unpaid rent in the amount of \$1,700.00 and for the recovery of the filing fee of \$100.00.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for cause, on December 22, 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 two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to \$1,700.00 for unpaid rent. Since the landlord has proven his case, I grant him the recovery of the filing fee of \$100.00. Overall, the landlord has established a claim of \$1,800.00. I order that the landlord retain this amount from the security and pet deposits of \$2,700.00 in full satisfaction of the claim. The landlord agreed to process the remainder of the deposits in accordance with s38.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant. The landlord may retain \$1,800.00 from the deposits that he is currently holding.

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 07, 2023

Residential Tenancy Branch