



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPR, MNR, MND, FF

Introduction

The landlord has applied for dispute resolution of a dispute in the tenancy at the above noted address, and requests an Order of Possession and a Monetary Order for unpaid rent.

I accept that the tenant was properly served with the Application for Dispute resolution hearing package in person, and that the tenant also had been served a one month Notice to End Tenancy and a 10 day Notice to End Tenancy.

The landlord named the tenant's daughter in her application. The daughter resides in the premises is referred to in the tenancy agreement, but she is not a signatory to the tenancy agreement, and is not an adult. Under these circumstances, I find the daughter is not a proper party to these proceedings, and I dismiss the claim as against her, pursuant to my authority in Section 62 of the Residential Tenancy Act.

Issues to Be Decided

- Is either Notice to End Tenancy effective to end this tenancy, and entitle the landlord to an Order of Possession?
- Is there money due and payable to the landlord by the tenant?

Background and Evidence

This basement suite tenancy began on January 30, 2013. Rent is due on the 1st day of each month in the amount of \$750.00. A security deposit of \$375.00 was paid. The landlord served the tenant with a One month Notice to End Tenancy on April 12, 2013. The tenant never filed a dispute of that notice. The notice was given because among other things, the tenant was flushing items down the toilet that were clogging up the sump pump, despite repeated warnings to the contrary. The landlord was obliged to hire a plumber several times to repair the damage have plumbers, at a cost of \$660.00.

The tenant did not pay May's rent, and the landlord then served a 10-Day Notice to End Tenancy on May 15, 2013. The tenant did not pay any further rent or apply for dispute resolution within the required five days of receiving the Notice to End Tenancy.

Analysis

The effective day of the 10 day notice was May 25, 2013, and of the One month Notice was May 31, 2013. In the absence of a dispute of either Notice, the tenant is conclusively presumed to have accepted the end of the tenancy agreement on the effective date of the Notice, by virtue of section 46(5)(a) and 47(5)(a) of the Residential Tenancy Act. As the effective dates of the Notices have passed, the landlord has established a right to possession.

The landlord is entitled to recover the rental arrears as claimed in the application of \$750.00 for the month of May, for the cost of the plumbing repair of \$660.00, and the \$50.00 filing fee, from the tenant. The landlord is at liberty to file a further application for any additional overholding rent for June.

Conclusion

Pursuant to Section 55(2)(b) of the Residential Tenancy Act, I issue an Order of Possession effective 48 hours following service upon the tenant. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

The tenant must pay to the landlord the sum of \$1,460.00.

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 17, 2013

Residential Tenancy Branch