



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding The Woods Joint Venture  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing was convened by way of conference call in repose to the landlord's application for an Order of Possession for unpaid rent; for a Monetary Order for unpaid rent; and to recover the filing fee from the tenant for the cost of this application.

The landlords agent appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Is the landlord entitled to an Order of Possession due to unpaid rent?
- Is the landlord entitled to a Monetary Order to recover unpaid rent?

### Background and Evidence

The landlord's agent testifies that this fixed term tenancy started on May 01, 2013. Rent for this unit is \$900.00 per month and is due on the 1st of each month.

The landlord's agent testifies that the tenant failed to pay all the rent due for May, 2013 leaving an unpaid balance of \$200.00. The tenant failed to pay any rent due for June leaving a total of rent arrears for May and June of \$1,100.00.. The landlord issued a 10

Day Notice to End Tenancy for unpaid rent on June 05, 2013. The tenant had five days to either pay the outstanding rent or apply for Dispute Resolution or the tenancy would end on June 15, 2013. The tenant did not pay the outstanding rent and failed to pay rent for July of \$900.00. Another 10 Day Notice was posted to the tenant's door on July 03, 2013. The tenant made a payment towards the rent arrears of \$760.00 on July 09, 2013. The total amount of rent arrears due in July was then \$1,240.00. The tenant failed to pay rent in August of \$900.00. A third 10 Day Notice was served upon the tenant on August 03, 2013 by posting it to the tenants door. This Notice has an effective date of August 16, 2013 and states that rent is owed of \$2,140.00. The landlord testifies that the tenant has not disputed any of the 10 Day Notices served upon the tenant.

The landlord requests an Order of Possession to take effect on August 19, 2013; and a Monetary Order to recover the unpaid rent of \$2,140.00 and filing fee of \$50.00.

### Analysis

Section 26 of the *Residential Tenancy Act (Act)* states: *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

Consequently, as the tenant has failed to attend the hearing to dispute the landlords claim; I find from the documentary evidence and testimony of the landlord's agent that the tenant has failed to pay rent to a total amount of \$2,140.00 and the landlord is entitled to recover these rent arrears. Consequently, the landlord will receive a Monetary Order to the sum of **\$2,140.00**.

I accept that the tenant was served the 10 Day Notice to End Tenancy for unpaid rent in June, July and August, pursuant to section 88 of the *Residential Tenancy Act*. The Notices informed the tenant that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the outstanding

rent within five days of receiving any of the Notices nor did the tenant apply to dispute the Notices to End Tenancy within five days.

Based on the foregoing, I find that the tenant is conclusively presumed, under section 46(5) of the *Act*, to have accepted that the tenancy ended on the effective date of the August Notice and grant the landlord an order of possession pursuant to s. 55 of the *Act*.

As the landlord has been successful with their revised claim I find the landlord is entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 67 of the *Act*.

### Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$2,190.00** comprised of unpaid rent and the filing fee. The order must be served on the Respondent and is enforceable through the Provincial Court as an order of that Court.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **on August 19, 2013** This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

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: August 12, 2013

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Residential Tenancy Branch

