



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Boundary Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order. The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and to a monetary order for unpaid rent, pursuant to Sections 46, 55, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on September 15, 2011 for a month to month tenancy beginning on October 1, 2011 for the monthly rent of \$850.00 due on the 1<sup>st</sup> of each month and a security deposit of \$425.00 was paid;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 6, 2015 with an effective vacancy date of July 16, 2015 due to \$1,700.00 in unpaid rent; and
- A copy of a tenant ledger showing that as of September 1, 2015 the tenant owed \$1,700.00 in rental arrears.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the months of June and July 2015 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on July 6, 2015. The tenant could not confirm the date he actually received the Notice but did acknowledge receiving it.

The Notice states 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 rent in full or apply to dispute the Notice to End Tenancy within five days. The parties confirmed that the

tenant has paid up all of the outstanding rent and has paid rent for the month of October 2015.

### Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on July 9, 2015 and the effective date of the notice is amended to July 19, 2015, pursuant to Section 53 of the *Act*. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing, I find 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 Notice.

As the landlord has accepted rent for the month of October 2015 from the tenant I order the tenancy will end on October 31, 2015.

### Conclusion

I find the landlord is entitled to an order of possession effective **October 31, 2015 after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

As there is no outstanding rent at the time of this hearing, I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$50.00** comprised of the fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: October 01, 2015

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Residential Tenancy Branch

