



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

On July 27, 2016, the Landlord submitted an Application for Dispute Resolution for an order of possession, and for a monetary order for unpaid rent or utilities. The matter was set for a conference call hearing. The Landlord and Tenant attended the teleconference hearing.

The Landlord and Tenant were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

Is the Landlord entitled to an order of possession for unpaid rent?  
Is the Landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The parties testified that the tenancy started on June 1, 2014, as a month to month tenancy. Rent in the amount of \$890.00 was payable on the first of each month. The rent had increased to \$920.00 as of June 1, 2016. The Tenant paid the Landlord a security deposit of \$445.00.

The Landlord submits that the Tenant failed to pay the rent for July 2016.

The Landlord served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated July 8, 2016, ("the 10 Day Notice") on the Tenant on July 8, 2016.

The Landlord testified that the Tenant was served with the 10 Day Notice by handing it to her in person on July 8, 2016. The 10 Day Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The 10 Day Notice also explains the Tenant had five days to dispute the Notice. The 10 Day Notice states that the Tenant has failed to pay rent in the amount of \$920.00.

The Tenant testified that she received the 10 Day Notice on July 8, 2016. She testified that she did not pay the rent or dispute the 10 Day Notice within 5 days.

The Tenant testified that she owes the Landlord \$920.00 per month rent for the months of July 2016, August 2016, and September 2016.

The Tenant testified that she has arranged to have a moving van come to move her out of the rental unit on September 26, 2016.

The Landlord seeks an order of possession and a monetary order for unpaid rent in the amount of \$920.00. The Landlord is also seeking to recover the cost of the filing fee for the hearing.

### Analysis

Based on the evidence before me, and the testimony of the Landlord and Tenant, and on a balance of probabilities, I find that the Tenant has not paid the outstanding rent within five days of receiving the Notice, and did not apply to dispute the Notice, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective two days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

I find that the Tenant owes the Landlord \$920.00 for July 2016 rent. I also find that the Tenant has not paid rent for the months of August 2016, and September 2016, and the Landlord will suffer a loss of rent for these months. The Tenant acknowledged that she is required to pay rent for these two months, therefore, pursuant to section 64 of the Act, I allow the claim to be amended to include two additional months of rent in the amount of \$1,840.00

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$2,860.00 comprised of \$2,760.00 in unpaid rent for the above mentioned dates, and the \$100.00 fee paid by the Landlord for this hearing. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay rent and did not file to dispute the Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession and I grant a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$2,860.00.

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: September 23, 2016

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Residential Tenancy Branch