



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNR, CNC, OPR, MNR, FF

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Unpaid Rent and a Notice to End Tenancy for Cause. The Landlord applied for an Order of Possession and a monetary order for unpaid rent as well as to recover the filing fee for this proceeding.

The Landlord said she served the Tenant in person on May 13, 2009 with a copy of the Application and Notice of Hearing. The Landlord said she also received a copy of the Tenant's application in this matter. I find pursuant to s. 89 of the Act that the Tenant was served with the Landlord's hearing package and the hearing proceeded in his absence.

Issues(s) to be Decided

1. Is the Landlord entitled to end the tenancy?
2. Are there arrears of rent and if so, how much?

Background and Evidence

This fixed term tenancy started on January 1, 2009 and expires on June 30, 2009. Rent is \$975.00 per month payable in advance on the 1st day of each month. The Landlord said the Tenant did not pay rent for March, April or May, 2009 and as a result, on May 2, 2009 she served the Tenant in person with a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities. The Landlord said the Tenant has not paid any amount since he was served with the 10 Day Notice and is now in arrears of rent for June, 2009. The Landlord said that pursuant to a clause of the tenancy agreement, the Tenant also owes late fees of \$25.00 for each of the months he has not paid rent.

The Tenant did not provide any evidence in support of his application. However, in the Details of Dispute portion of his application, the Tenant wrote, "she wants too much for rent."

Analysis

Section 46(4) of the Act states that **within 5 days of receiving** a Notice to End Tenancy for Unpaid Rent or Utilities, a Tenant must either pay the amount set out on



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the Notice or apply for dispute resolution. If a Tenant fails to do either of these things, then under section 46(5) of the Act, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must vacate the rental unit at that time.

Although the Tenant applied for dispute resolution, I find that there are arrears of rent. Consequently, I find that there are grounds for the 10 Day Notice to End Tenancy dated May 2, 2009 and the Tenant's application to cancel it is dismissed. The Landlord requested and I find pursuant to s. 55(1) of the Act that she is entitled to an Order of Possession to take effect 48 hours after service of it on the Tenant. I also find that the Landlord is entitled to a monetary order as follows:

March Rent arrears:	\$975.00
April 2009 rent arrears:	\$975.00
May 2009 rent arrears:	\$975.00
June 1-15, 2009 rent arrears:	\$487.50
Late fees (4 @ \$25.00):	\$100.00
Filing fee:	<u>\$50.00</u>
BALANCE OWING:	\$3,562.50

Conclusion

The Tenant's application to cancel the 10 Day Notice dated May 2, 2009 is dismissed. An Order of Possession effective 48 hours after service of it on the Tenant and a monetary order in the amount of **\$3,562.50** have been issued to the Landlord. A copy of the Orders must be served on the Tenant; the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 12, 2009.

Dispute Resolution Officer