

DECISION

Dispute Codes OPC, OPR, MNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords to obtain an Order of Possession for unpaid rent and an Order of Possession for cause and to obtain a Monetary Order for unpaid rent.

Service of the hearing documents, by the landlords to the tenant, was done in accordance with section 89 of the *Act*, they were given to the tenant in person by the landlords on May 19, 2010.

The landlords appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Preliminary Issues

First of all it is my decision that I will not deal with the issue for an Order of Possession for unpaid rent I have reviewed the documentation provided by the landlords for this application. As part of the application the landlords are required to provide a copy of the two page 10 Day Notice to End Tenancy Due to Unpaid Rent or Utilities. Page two of the Notice provides information to the tenant about the reasons given for the Notice and the steps they can take to respond to the Notice.

. In the documents before me the landlords have not provided page two of the notice to end tenancy for unpaid rent and the landlords confirm that they only served one page to the tenant. In order for a legal notice to be valid and enforceable it must be complete.

As a result I find that the landlord's application for an Order of Possession for unpaid rent is dismissed with leave to reapply in the event the landlords are unsuccessful with the remainder of their application.

Issues(s) to be Decided

- Are the landlords entitled to an Order of Possession for cause?
- Are the landlords entitled to a Monetary Order to recover unpaid rent?

Background and Evidence

The landlords testify that this month to month tenancy started on March 04, 2010. The monthly rent for this basement unit is \$850.00 per month and is due on the first day of each month. The tenant paid a security deposit of \$450.00 on March 05, 2010.

The landlords testify that the tenant did not pay all the rent due for March, 2010. The tenant had an outstanding amount for March of \$50.00. In April, 2010 the tenant paid \$518.50 towards her rent which left an outstanding balance of \$331.50. In May, 2010 the tenant paid \$518.50 towards her rent which left an outstanding balance of \$331.50.

The landlords testify that in June the tenant would not pay her rent and she asked the landlords to give her cash for her welfare check of \$518.50. The landlords refused to cash this for the tenant as they were owed rent from previous months. On July 05, 2010 the tenant gave the landlords her welfare cheque of \$518.50 for Junes rent. The tenant has failed to pay rent for July, 2010. The landlords' application was for \$650.00 in unpaid rent but since that time the tenant has incurred additional amounts of unpaid rent and has remained living in the rental unit. The landlords therefore seek to amend their application to include the additional rent owed to the sum of \$1,894.50. I have allowed the landlords to amend their claim as the tenant has continued to reside at the rental unit and would know that rent was due on the first of each month.

The landlords testify that the tenant was served a One Month Notice to End Tenancy for cause on April 07, 2010. This was served in person to the tenant by the landlord. The tenant received both pages of this notice but has not disputed the notice.

Analysis

The tenant did not appear at the hearing, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant I find the tenant was served with a One Month Notice to End Tenancy. On the second page of this Notice it states that the tenant has 10 days to file an application to dispute this Notice or the tenant is presumed to accept this Notice and must move out of the rental unit by the date set out on the Notice.

The effective date set out on the One Month Notice was May 07, 2010. However, this date has been amended to May 31, 2010 as a landlord must give one clear months Notice to end a tenancy pursuant to section 47(2) of the *Act*. Consequently the tenant had until May 31, 2010 to vacate the rental unit. The tenant failed to move out on this date and therefore the landlord is entitled to an Order of Possession pursuant to section 55 of the *Act*.

I further find that the tenant has failed to appear at today's hearing to dispute the landlords claim for unpaid rent. Consequently, I find the tenant owes rent to the landlord to the sum of **1,894.50** and the landlord is entitled to a Monetary Order to recover this amount pursuant to section 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 **\$1,894.50**. 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 **two days after service** on the tenant. 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: July 06, 2010.

Dispute Resolution Officer