



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **Decision**

### **Dispute Codes:**

MNR, OPR, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated December 2, 2010 and a monetary order for rent owed.

Both parties appeared and gave testimony during the conference call.

### **Issue(s) to be Decided**

The issues to be determined based on the testimony and the evidence are:

Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent

Whether or not the landlord is entitled to monetary compensation for rental arrears owed

### **Background and Evidence**

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated December 2, 2010 with effective date of December 11, 2010 and a copy of the tenancy agreement. The landlord testified that the tenancy began on December 5, 2010, at which time the tenant paid a security deposit of \$650.00. The landlord testified that the tenant failed to pay \$1,250.00 rent owed for January 2011 properly due on December 31, 2010, which is being sought as compensation. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

The tenant did not dispute that rent was unpaid. However, the tenant gave testimony about various problems that occurred affecting the tenancy. The tenant also stated that the landlord had consented to waive payment of the rent. The landlord denied that rent was waived.

### **Analysis**

Section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement. I find that the tenant did not pay the rent when rent was due

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent in person. The tenant has not paid the outstanding rent 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. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim of \$1,300.00 comprised of \$1,250.00 in rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security and pet-damage deposits of \$650.00 in partial satisfaction of the claim leaving a balance due of \$650.00.

### **Conclusion**

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.

I hereby grant the Landlord an order under section 67 for \$650.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) 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: January 2011.

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Residential Tenancy Branch