



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

### Background and Evidence

The parties agreed that the tenancy agreement was signed on or about January 10, 2011 and that it stated that the tenancy began on February 1, 2011 and that rent was \$400.00 per month. The landlord testified that the tenant was actually required to pay \$500.00 per month in rent but that she wrote \$400.00 per month on the tenancy agreement because the Ministry of Employment and Income Assistance ("MEIA") paid the tenant's rent and they would not pay more than \$400.00. The landlord further testified that even though the tenancy agreement began on January 10, she wrote February 1 on the tenancy agreement so that MEIA would not be aware that they had paid for the tenant to reside at a full month in another location in which he no longer lived. The tenant claimed that his understanding was that his rent was \$400.00 per month and that although he moved into the unit on January 17, no rent was payable until February 1.

The parties agreed that the tenant paid no rent in January and that he paid \$400.00 in February. The landlord claimed that the tenant paid no rent in March or April. The tenant testified that MEIA would send him a cheque and that he gave the cheque to the landlord in each of those months.

The parties agreed that on March 17, the landlord served the tenant with a 10 day notice to end tenancy for unpaid rent.

The landlord seeks an order of possession and a monetary order for unpaid rent and loss of income.

### Analysis

I find that the landlord has failed to prove that the tenant agreed to pay rent for part of January. I therefore dismiss the claim for \$250.00 in rent for January. I find that there is insufficient evidence to show that the parties had an agreement other than the written tenancy agreement and I find that the tenant was obligated to pay \$400.00 in rent each month. I find that the tenant paid all of the rent due for the month of February and I dismiss the claim for an additional \$100.00 in rent for that month.

Although the tenant claimed that he gave rent to the landlord for March and April, he provided no evidence to corroborate his claim. I find that the tenant failed to pay rent in the months of March and April and I award the landlord \$800.00. The landlord is also entitled to recovery of the \$50.00 filing fee and I award her that sum. I grant the landlord an order under section 67 for \$850.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

As for the claim for an order of possession, I find that the tenant was served with a notice to end tenancy and did not pay the outstanding rent within 5 days of receiving the notice or apply for dispute resolution to dispute the notice and is therefore conclusively presumed 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. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$850.00.

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: April 28, 2011

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Residential Tenancy Branch