



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order for unpaid rent and to recover the filing fee.

All parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Background and Evidence

This month to month tenancy began on March 1, 2010, monthly rent is \$1,200.00 and the Tenants did not pay a security deposit.

The Landlord's Agent gave affirmed testimony and supplied evidence that the Tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on April 27, 2011, by posting on the door. The Notice stated the amount of unpaid rent was \$1,150.00.

The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the Tenant had five days to dispute the Notice.

The Tenants did not file an application to dispute the Notice.

The Landlord's Agent testified that the Tenants owed \$600.00 in unpaid rent from March 2011, and did not pay rent on April 2, 2011, as required under the Act and tenancy agreement; however the Tenants paid \$650.00 in April 2011, as that as of the day of the Notice, the Tenants owed rent in the amount of \$1,150.00.

Since the issuance of the Notice, the Tenants did not pay rent on May 1, 2011, as required under the Act and tenancy agreement, but paid \$500.00 on May 2, 2011. The Tenants have not paid any rent for June 2011. The Landlord supplied evidence that the

Tenants were issued receipts for the partial rent payments on a "For Use and Occupancy Only" basis.

The Landlord's Agent testified that the current amount of unpaid rent is \$3,050.00.

The Tenants did not dispute this amount, although the male testified that the Tenants were trying to arrange the payments and that it would be a hardship to move, due to personal and family circumstances.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

I find the Tenants have not paid the outstanding rent owed to the Landlord and failed to apply to dispute the Notice, and therefore, are conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, on May 10, 2011.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of **\$3,100.00** comprised of unpaid rent of **\$3,050.00** and the **\$50.00** fee paid by the Landlord for this application.

I grant the Landlord an order under section 67 of the Act for the amount of **\$3,100.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord is granted an Order of Possession and a monetary order for the amount of \$3,100.00.

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: June 06, 2011.

Residential Tenancy Branch