



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MND, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent and damage to the rental unit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Landlord withdrew the application for a monetary Order for damage to the rental unit at the hearing. The Landlord retains the right to file another Application for Dispute Resolution seeking compensation for damage to the rental unit.

The male Landlord stated that he personally served the Tenant with copies of the Application for Dispute Resolution and Notice of Hearing on September 25, 2011. The Witness #1 stated that he observed service of these documents on that date. On the basis of this testimony, I find that the documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 55, 67, and 72 of the *Act*.

Background and Evidence

The Landlord declared that this tenancy began on April 15, 1997 and that the Tenant is required to pay monthly rent of \$1,000.00 by the first day of each month. The Landlord submitted a tenancy agreement that corroborates this declaration.

The Landlord submitted a copy of a detailed rent ledger, for the dates between January 01, 2007 and September 01, 2011, which indicates that the Tenant owe rent of \$11,780.00 that was unpaid during this period. Both Landlords attested to the accuracy of the ledger.

The male Landlord stated that he personally served the Tenant with a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of September 06, 2011, on August 26, 2011. The Notice declared that the Tenant owed \$10,780.00 in rent that was due on August 01, 2011. The Witness #2 stated that he observed service of these documents on that date.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement with the Landlord that requires the Tenant to pay monthly rent of \$1,000.00 on the first day of each month; that the Tenant still owes rent of \$11,780.00 for the period ending on September 30, 2011; and that the debt has been accruing since 2007. As. Section 26(1) of the *Act* requires tenants to pay rent to their landlord, I find that the Tenant must pay \$11,780.00 to the Landlord.

If rent is not paid when it is due, a tenancy may be ended pursuant to section 46 of the *Act*. Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that on August 26, 2011 the Tenant was personally served with a Notice to End Tenancy that directed the Tenant to vacate the rental unit by September 06, 2011, pursuant to section 46 of the *Act*.

Section 46 of the *Act* stipulates that a Tenant has five (5) days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. In the circumstances before me I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the tenancy has ended. On this basis I find the Landlord is entitled to an Order of Possession.

Conclusion

I hereby grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

I find that the Landlord has established a monetary claim, in the amount of \$11,830.00, which is comprised of \$11,780.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for the amount of

\$11,830.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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: October 20, 2011.

Residential Tenancy Branch