



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPR, MNR, FF

### Introduction

This hearing was scheduled in response to an application by the landlord for an order of possession / a monetary order as compensation for unpaid rent / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

At the start of the hearing, the landlord requested that the application be amended to exclude tenant "PB," as she is no longer included on the tenancy agreement. Tenant "PB" briefly attended the hearing in order to confirm this. The landlord's request was granted.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy concerning both tenants named in this application began on February 1, 2009. Monthly rent at the outset of tenancy was \$1,035.00, and is payable in advance on the first day of each month. A security deposit of \$517.50 was collected.

Pursuant to a "tenancy agreement amendment" tenant "PB" was removed from the tenancy effective August 31, 2011. The amendment also provides that "all other terms and conditions in the said agreement remain the same and in full force and effect."

Arising from rent which remained overdue on December 1, 2011 in the amount of \$1,143.00 (shown in the landlord's application as \$75.00 for October & \$1,068.00 for December), the landlord issued a 10 day notice to end tenancy for unpaid rent dated December 5, 2011. The notice was served by way of posting on the tenant's door on that same date. A copy of the notice was submitted in evidence. The landlord testified that a total payment of \$875.00 was subsequently received from tenant "DP" on

December 12, 2011. No further payment toward rent has been made by tenant "DP" and he continues to reside in the unit.

Effective December 1, 2011, rent became \$1,068.00 (from what was understood to be \$1,035.00) as the tenant had not provided the landlord with documents proving his continued entitlement to subsidized rent.

### Analysis

Based on the documentary evidence and affirmed testimony of the parties, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated December 5, 2011. The tenant did not pay the full amount of outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant 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. Accordingly, I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim of \$1,386.00, which is comprised as follows:

\$268.00: *rent overdue for October / December 2011* (\$1,143.00 - \$875.00);

\$1,068.00: *rent overdue for January 2012*;

\$50.00: *filing fee*.

The landlord has not applied to retain the security deposit.

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This Order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,386.00**. Should it be necessary, this Order may be served on the tenant, filed in the 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: January 12, 2012.

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Residential Tenancy Branch