

DECISION

Dispute Codes: OPR; MNR; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order?

Background and Evidence

A copy of the tenancy agreement was provided in evidence. The tenancy started on July 26, 2010. Monthly rent at the beginning of the tenancy was \$2,400.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$1,200.00 at the beginning of the tenancy.

On July 27, 2011, the owner of the rental unit provided the female Tenant with a Notice of Rent Increase. A copy of the Notice of Rent Increase was provided in evidence. The rent increased to \$2,455.00 effective November 1, 2011.

The Tenants paid the new rent on November 1, 2011, but only paid \$2,400.00 for December's rent. The Landlord issued the Notice to End Tenancy and served the Tenants by posting it to their door on December 2, 2011.

The male Tenant testified that the Tenants were confused about how much rent was owed for December because of a letter dated September 19, 2011. The male Tenant stated that the letter indicated that rent was \$2,400.00.

The Landlord's agent testified that the Landlord had recently taken over as Landlords from the Owner and that the letter was an introduction letter and a warning letter because the Tenants were regularly late paying rent. The Landlord's agent stated that as of the date of the letter, the rent was still \$2,400.00 because the increase did not take effect until November 1, 2011. A copy of the letter was provided in evidence.

Analysis

I do not accept the Tenant's reasoning for not paying the rent in full when it was due. The Notice of Rent Increase is clear that the increase went into effect on November 1, 2011 and the Tenants paid full rent on November 1, 2011. I find that the Notice to End Tenancy is a valid Notice.

Based on the testimony of both parties, I accept that the Landlord served the Tenants with the Notice to End Tenancy by posting the Notice on the Tenant's door on December 2, 2011. Pursuant to the provisions of Section 90 of the Act, service in this manner is deemed to be effected three days after posting the documents. The Tenants did not pay the arrears, or file for dispute resolution, within 5 days of receiving the documents. Therefore, pursuant to the provisions of Section 46(5) of the Act, the Tenants are conclusively presumed to have accepted that the tenancy ended on December 15, 2011. The Landlord is entitled to an Order of Possession and I make that Order.

Based on the testimony of both parties, the Landlord's agent has established a monetary claim for unpaid rent for the month of December, 2011, in the amount of \$55.00. The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenants.

Conclusion

I hereby provide the Landlord an Order of Possession effective **2 days after service of the Order upon the Tenants**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby provide the Landlord a Monetary Order in the amount of **\$105.00** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (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 05, 2012.

Residential Tenancy Branch