



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, FF

### Introduction

This matter dealt with an application by the Landlords for an Order of Possession and a Monetary Order for unpaid rent as well as to recover the filing fee for this proceeding.

### Issue(s) to be Decided

1. Do the Landlords have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?

### Background and Evidence

This fixed term tenancy started on June 15, 2011 and expires on June 30, 2012. Rent is \$950.00 per month payable in advance on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$475.00.

The Landlord, L.B., said the Tenant had rent arrears of \$550.00 for November 2011 and did not pay rent for December 2011 when it was due and as a result, on December 2, 2011 she served the Tenant in person with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated December 2, 2011. L.B. said the Tenant made a partial payment of \$400.00 on December 13, 2011 and another partial payment of \$400.00 prior to that date and was given receipts for each partial payment which stated they were accepted "*for use and occupancy only.*"

### Analysis

Section 46(4) of the Act states that within 5 days of receiving a Notice to End Tenancy for Unpaid Rent or Utilities, a Tenant must either pay the overdue rent or (if they believe the amount is not owed) apply for dispute resolution to dispute the Notice. If a Tenant fails to do either of these things, then under section 46(5) of the Act, they are conclusively presumed to have accepted that the tenancy will end on the effective date of the Notice and they must vacate the rental unit at that time.

I find that the Tenant was served in person on December 2, 2011 with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated December 2, 2011. Consequently, the Tenant would have had to pay the rent alleged to be owed on the Notice or apply to dispute that amount ***no later than December 7, 2011***. The Tenant did not dispute the amount of outstanding rent and admitted that she did not pay the full amount owing within the 5 days granted under s. 46(4) of the Act. Consequently, I find pursuant to s. 55(2)(b) of the Act that the Landlords are entitled to an Order of Possession to take effect 2 days after service of it on the Tenant. I also find that the Landlords are entitled to recover rent arrears for December 2011 in the amount of \$700.00 as well as the \$50.00 filing fee for this proceeding.

### Conclusion

An Order of Possession effective 2 days after service of it on the Tenant and a Monetary Order in the amount of **\$750.00** have been issued to the Landlords. A copy of the Orders must be served on the Tenant; the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 09, 2012.

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Residential Tenancy Branch