



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes      OPR, MNR, MNDC, FF

## Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord and the male tenant

## 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 46, 55, 67, and 72 of the *Act*.

## Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on March 11, 2005 for a month to month tenancy beginning on April 1, 2005 for a current monthly rent of \$764.00 due on the 1<sup>st</sup> of each month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on January 7, 2012 with an effective vacancy date of January 17, 2012 due to \$5,309.47 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenants failed to pay the full rent owed for the months of November and December 2011 and January and February 2012 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent personally on January 7, 2012 at 5:00 p.m. and that this service was acknowledged in writing by the male tenant.

The Notice states the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

The landlord submitted a ledger indicating the tenants owed the landlord \$3,919.66 in unpaid rent and other charges and originally sought \$4,606.01. However the landlord reduced the amount of the claim to \$4,500.00 in recognition of the additional charges on the ledger.

The tenant noted that the ledger indicated a different balance than that sought by the landlord. The landlord acknowledged that the amount sought included rent for March 2012 and he reduced the amount of the claim to \$3,850.00. The tenant acknowledged this amount was due to the landlord.

### Analysis

I have reviewed all documentary evidence and accept that the tenants have been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenants on January 7, 2012 and the effective date of the notice was January 17, 2011. I accept the evidence before me that the tenants failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing, I find the tenants are conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$3,900.00** comprised of \$3,850.00 rent owed and the \$50.00 filing fee paid by the landlord for this Application.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: February 28, 2012.

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Residential Tenancy Branch