



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 dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent and recovery of the filing fee.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began March 1, 2012 with monthly rent of \$675.00 and the tenant paid a security deposit of \$340.00.

On April 4, 2012 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent; the tenant has not filed to dispute this notice.

The landlord testified that from the start of the tenancy the tenant has never paid the rent on time or in full and that the security deposit was not paid until 2 weeks into the tenancy. The landlord stated that in April the tenant gave him a rent cheque but then called the landlord and asked him to not cash it until the 10th of the month. The landlord stated that at this time the tenant owes the landlord \$175.00 for April rent a \$25.00 late fee and \$675.00 for May rent.

The tenant testified that he had not paid the April rent in full as he had a family emergency and had to send money to relatives. The tenant did not give a specific reason for not paying the May rent. The tenant also stated that he had never agreed to a \$25.00 late fee however this is noted at #2 of the signed tenancy agreement. The tenant also stated that he should not have to pay the \$50.00 filing fee that the landlord has requested in this application.

The tenant repeatedly stated that he had all of the rent money owed to the landlord and that he could pay him this day. When asked if he had the rent money why was the rent not paid to the landlord, the tenant offered no additional explanation. The tenant also offered no comment or explanation for not disputing the notice to end tenancy for unpaid rent.

The tenant stated a number of times in the hearing that he would pay all the rent due and as a result, his tenancy should be allowed to continue. The tenant also offered that if he paid all the rent owed that he should be allowed to stay in the rental unit until May 31, 2012. The landlord however stated very clearly and repeatedly that as the tenant has either not paid the rent in full or on time during the entire 3 months of this tenancy, the landlord had no interest in allowing the tenancy to continue and that he would be seeking an order of possession for the rental unit effective 2 days after service upon the tenant.

The landlord in this application is also seeking a monetary order for unpaid rent and late fees.

Analysis

Based on the documentary evidence and testimony of the parties I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession and a monetary order for unpaid rent.

The tenant's testimony clearly established that the rent has not been paid in full and that the tenant did not dispute the notice to end tenancy. The landlord's testimony clearly establishes that the landlord seeks an order of possession for the rental unit and a monetary order for unpaid rent and late fees.

Accordingly I find that the landlord is entitled to a monetary order for \$200.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant(s). This Order must be served on the tenant(s) and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$200.00 in unpaid rent and late fees. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord a monetary order under section 67 for the amount of **\$250.00**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: May 8, 2012

Residential Tenancy Branch