



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*OPR, MNR, MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, and the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant was represented by his father.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent, and the filing fee?

### **Background and Evidence**

The tenancy started on July 01, 2011. The monthly rent is \$725.00 due in advance on the first of each month. On April 02, 2012 the landlord served the tenant with a ten day notice to end tenancy. The landlord stated that as of the date of this hearing, the tenant owed rent in the amount of \$1,150.00. The tenant agreed that he owed this amount.

The landlord is applying for an order of possession effective two days after service on the tenant and for a monetary order in the amount of \$1,200.00 which comprises of \$1,150.00 for unpaid rent plus \$50.00 for the filing fee.

During the hearing, the tenant's father stated that the tenant is a recipient of disability benefits and that he would be speaking to the tenant's worker to arrange for the rent to be paid directly to the landlord. The landlord indicated that she would allow the tenancy to continue and would not enforce the order of possession, if all the outstanding rent was paid in full and if future rent is set up to be paid directly to the landlord in a timely manner.

### **Analysis**

Based on the sworn testimony of both parties, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on April 02, 2012 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired. In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice.

Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I also find that the landlord is entitled to a total of \$1,150.00 for unpaid rent. Since the landlord has proven her case she is also entitled to the filing fee of \$50.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$1,200.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order for **\$1,200.00**.

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 09, 2012.

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Residential Tenancy Branch