



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

<u>Dispute Codes</u>	Landlord:	OPR, MNR and FF
	Tenant	MT, CNR, CNC and FF

### Introduction

This hearing was convened on applications by both the landlord and the tenant.

By application of July 10, 2012, the landlord sought an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served on June 29, 2012, a Monetary Order for unpaid rent and recovery of the filing fee for this proceeding. In addition, as authorized under section 64(3)(c) of the *Act*, I have permitted the landlord to amend his application to include a Notice to End Tenancy for cause served on the same date.

By prior application of July 4, 2012, the tenant seeks more time to make application to set aside the one-month Notice to End Tenancy for cause served June 29, 2012, to set aside the Notice to End Tenancy for unpaid rent and recovery of the filing fee for this proceeding.

As a matter of note, the tenant's application to set aside the Notice to End Tenancy for cause was made within the 10 days permitted under section 47(4) the *Act* and the extension of time sought under section 66 of the *Act* is not required.

### Issue(s) to be Decided

These applications require a decision on whether the landlord is entitled to an Order of Possession under either Notice and whether the landlord is entitled to a Monetary Order for the unpaid rent.

### Background and Evidence and Analysis

Apart from copies of the Notices to End Tenancy provided by the tenant, neither party has provided any additional evidence. They gave testimony that they have had verbal agreements since May that the tenant would be vacating the rental unit at different times.

The parties agreed that the tenancy began approximately four years ago and neither is certain of the exact date. Rent was \$1,000 per month and there is no security deposit.

During the hearing, the landlord gave evidence that the tenant has owed the landlord unpaid rent of \$3,000 for approximately two years. The tenant acknowledged the arrears, gave explanation that it had resulted from business challenges and stated that he believed he would be able to satisfy the debt in the near future.

The landlord stated that the tenant had been repeatedly late paying rent and the tenant concurred that he had been late at least three times in the previous year.

The parties also agreed that the June 2012 rent had, in fact, been paid the day before the landlord served the 10-day Notice to End Tenancy for unpaid rent on June 29, 2012.

The landlord stated that the one-month Notice to End Tenancy was dated May 28, 2012 in error and was actually served on June 29, 2012. The tenant acknowledged that he received the Notice on that date.

### Analysis

As the June 2012 rent had been paid when the landlord served the 10-day Notice to End Tenancy for unpaid rent on June 29, 2012, that notice is set aside.

However, as the tenant concurred that he had been repeatedly late paying rent, I must find that the Notice to End Tenancy for cause served on June 29, 2012 is upheld. In view of the error in dates, the end date of June 30, 2012 is automatically corrected to July 31, 2012 by section 53 of the *Act*. Therefore, I find that the landlord is entitled to an Order of Possession to take effect on July 31, 2012.

As the tenant agreed that he owes the landlord \$3,000 in back rent, I find that the landlord is entitled to a Monetary Order for that amount.

If find that both parties should remain responsible for their own filing fees.

### Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect at 1 p.m. on July 31, 2012.

In addition, the landlord's copy of this decision is also accompanied by a Monetary Order for **\$3,000,00** enforceable through the Provincial Court of British Columbia, for service on the tenants.

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: July 24, 2012.

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Residential Tenancy Branch