



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: OPR, MNR, MND, FF

### Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began around December 2010. Monthly rent of \$500.00 is due and payable in advance on the first day of each month. Neither a security deposit nor a pet damage deposit was collected. The landlord testified that a move-in condition inspection report was completed, however, a copy is not presently in evidence.

Arising from rent which remained overdue on June 1, 2012, the landlord issued a 10 day notice to end tenancy for unpaid rent dated June 12, 2012. The notice was served in-person on June 12, 2012. A copy of the notice was submitted in evidence. Thereafter, the tenant made no payment toward rent and he still resides in the unit.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based on the documentary evidence and testimony, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated June 12, 2012. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply

to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim of \$1,550.00, which is comprised as follows:

\$500.00: *unpaid rent May* + \$500.00: *unpaid rent June* + \$500.00: *unpaid rent July* +

\$50.00: *filing fee*.

The landlord also identified a concern to recover three (3) \$25.00 fees assessed for late payment of rent (May, June & July), claiming that a provision for same is included in the tenancy agreement. In the absence of a copy of the tenancy agreement in evidence, this aspect of the landlord's application is hereby dismissed with leave to reapply.

Further, the landlord seeks compensation for anticipated costs arising from repairs to damage he expects to find in the unit. After such time as the tenancy ends, the landlord has the option of seeking to recover any related costs by way of filing an application for dispute resolution. In the meantime, this aspect of the landlord's application is hereby dismissed with leave to reapply.

### Conclusion

I hereby issue an order of possession in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of \$1,550.00. This order may be served on the tenant, filed in the Small Claims Court 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: July 16, 2012.

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Residential Tenancy Branch