



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR and MNR

### Introduction

This application was brought by the landlord on August 7, 2012 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent by posting on August 2, 2012. The landlord also sought a Monetary Order for unpaid rent.

Despite having been served with the Notice of Hearing in person on August 14, 2012, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

At the commencement of the hearing, the landlord advised that the tenant had paid all but \$200 of the rent arrears. He stated that he wished to give the tenant another chance and withdrew the request for an Order of Possession.

### Issue(s) to be Decided

This application now requires a decision on whether the landlord is entitled to a Monetary Order for the outstanding rent.

### Background and Evidence

This tenancy began on or July 1, 2011. Rent is \$900 per month and the landlord holds a security deposit of \$450 paid at the beginning of the tenancy.

During the hearing, the landlord gave evidence that he served the 10-day Notice to End Tenancy of August 2, 2012 after the tenant had accumulated a shortfall in rent and utilities payments of \$2,213.35 beginning in May 2012 and continuing to August 2012.

As noted, the landlord stated that the at the time of the hearing, the tenant had paid all but \$200 of the arrears.

### Analysis

Section 26 of the *Act* provides that tenants must pay rent when it is due.

Section 46 of the *Act* provides that a landlord may issue a Notice to End Tenancy for unpaid rent on a day after the rent is due. The tenant may cancel the notice by paying the overdue rent or make application to dispute the notice within five days of receiving it.

In this instance, I find that the tenant did not pay the rent within five days of receiving the notice and did not make application to dispute it.

Therefore, under section 46(5) of the *Act*, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy which was August 15, 2012.

However, the landlord has withdrawn his request for an Order of Possession but has asked for a Monetary Order for the outstanding \$200.

Section 67 of the *Act* empowers the director's delegate to determine an amount owed by one party to a rental agreement to the other, and to order that it be paid.

In the absence of any evidence to the contrary, I find that the landlord is entitled to a Monetary Order for the rent arrears of \$200 and I further find that the landlord is entitled to recover the \$50 filing fee for this proceeding from the tenant.

Therefore, I find that the landlord is entitled to a Monetary Order for \$250 in total.

Conclusion

The landlord's copy of this decision is also accompanied by a Monetary Order for **\$250.00**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

The landlord remains at liberty to issue a new 10-day Notice to End Tenancy for unpaid rent or a one-month Notice to End Tenancy for repeated late payment if rent future rent is not paid in full and on time.

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: September 14, 2012.

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Residential Tenancy Branch