

## **DECISION**

Dispute Codes      OPR, OPC, MNR, FF

### Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Landlord has filed documentary evidence which the Tenant has confirmed receiving and the Tenant has not filed any documentary evidence. I find that as both parties have attended and have confirmed receipt of any submitted evidence that both parties have been properly served.

At the beginning of the hearing the Tenant made a request for an adjournment due to a medical issue, the Landlord had no comment on the issue other than to express their concern about the amount of time for the delay. The Tenant stated in his direct testimony at the time that he did not pay rent and was able to give to the Landlord a certified cheque for the rent. Discussions at this time with both parties revealed that rent arrears were for \$767.00 consisting of partial July rent and all of August and September rent unpaid. The Tenant confirmed this in his direct testimony. At this time, I found that the Tenant's request for an adjournment was unnecessary as the Tenant had confirmed the rent arrears in the Landlord's application. The adjournment request was denied.

The Landlord's request for an order of possession for cause was dismissed, as both parties agreed that after the notice was served (June 27, 2012) both parties entered into a new signed tenancy agreement starting on August 1, 2012 and ending on a fixed term on October 31, 2012. This portion of the Landlord's application is dismissed as both parties entered into a new tenancy after the notice.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?  
Is the Landlord entitled to a monetary order?

### Background, Evidence and Analysis

The monthly rent was \$298.00 payable on the 1<sup>st</sup> of each month. The Landlord states that the Tenant was served with a 10 day notice to end tenancy for unpaid rent on August 2, 2012 by posting it on the rental unit door. The Landlord's Agent, B. A. Confirmed in his direct testimony that he posted the notice in a envelope with duct tape to secure it on the door. The Tenant disputes that he never received this notice, but has confirmed in his direct testimony that he does owe rent as stated by the Landlord. The Tenant confirmed that the Landlord's specifications on the \$797.00 in rent owed for part of July's and all of August and September. Based upon the above facts that the Tenant was served with the 10 day notice to end tenancy for unpaid rent, I find that the Tenant was properly served with the 10 day notice to end tenancy for unpaid rent by posting on the rental unit door on August 2, 2012 and is deemed pursuant to the Act to have been served 3 days later on August 5, 2012. In any event, the Tenant confirmed receipt of the notice of hearing and evidence package which also contained a copy of the 10 day notice and was aware of the rent arrears. The Tenant has not paid any of the rent arrears or filed for dispute resolution to dispute the notice. The Landlord is entitled to a monetary order for \$767.00 in rent arrears. The Landlord is also entitled to recovery of the \$50.00 filing fee. I grant the Landlord an order under section 67 for the balance due of \$817.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I accept the testimony of the Landlord over that of the Tenant and find that the Landlord is entitled to an order of possession as no rent has been paid since the notice to end tenancy has been served. The Tenant must be served with the order of possession. 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.

### Conclusion

The Landlord is granted an order of possession and a monetary order for \$817.00.

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: September 26, 2012.

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Residential Tenancy Branch