



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Lona Enterprises Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

**OPR, OPC, OPB, MNR, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application requesting an Order of possession for Unpaid Rent, cause, breach of an agreement; a monetary Order for unpaid rent and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Preliminary Matters

The landlord confirmed that he requires an Order of possession based on a 10 Day Notice to End Tenancy for Unpaid Rent, only; not cause or breach of a material term.

The application was amended to include a claim for unpaid February 2013 rent in the sum of \$620.00

### Issue(s) to be Decided

Is the landlord entitled to an Order of possession for unpaid rent?

Is the landlord entitled to a monetary Order for unpaid rent?

Is the landlord entitled to filing fee costs?

### Background and Evidence

The tenancy commenced on December 15, 2006; rent is \$620.00 per month, due on the 1<sup>st</sup> day of each month. The female tenant agreed she was added to the tenancy agreement; a deposit in the sum of \$310.00 was paid.

The tenants agreed that on January 18, 2013, they received a Ten Day Notice to End Tenancy for Unpaid Rent issued on January 17, 2013.

The Notice indicated that the Notice would be automatically cancelled if the landlord received \$1,290.00 within five days after the tenants were assumed to have received the Notice. The Notice also indicated that the tenants were presumed to have accepted that the tenancy was ending and that the tenants must move out of the rental by the date set out in the Notice unless the tenants filed an Application for Dispute Resolution within five days.

The tenants confirmed that rent in the sum of \$620.00 per month from December, 2012, to February 2013, inclusive, had not been paid. It was agreed that since January payment totalling \$300.00 had been made.

The landlord has requested compensation for the unpaid rent to date.

### Analysis

Section 46 of the Act stipulates that a tenant has five (5) days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. The tenants have confirmed that only \$300.00 rent has been paid since November 2012. The tenants did not dispute the Notice that was received on January 18, 2013.

Therefore, pursuant to section 46(5) of the Act, I find that the tenants accepted that the tenancy has ended. On this basis I will grant the landlord an Order of possession that is effective two days after the order is served to the tenants.

In the absence of evidence to the contrary, I find that the tenants have not paid rent in the amount of \$1,560.00 for December 2012 to February 2013 inclusive and that the landlord is entitled to compensation in that amount.

I find that the landlord's application has merit and that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The tenants did not dispute the outcome of the Notice or the amount owed; the parties indicated that they may be able to reach an agreement; but it was understood that the Notice would be of force and effect and agreement would be at the discretion of the landlord.

Based on these determinations I grant the landlord a monetary Order in the sum of \$1,610.00. In the event that the tenants do not comply with this Order, it may be served on the tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The landlord has been granted an Order of possession that is effective **two days after it is served upon the tenants**. This Order may be served on the tenants, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

#### Conclusion

The landlord has been granted an Order of possession and monetary Order.

The landlord is entitled to filing fee costs.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 22, 2013

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Residential Tenancy Branch

