



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, OPR, FF

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is an application for an order possession based on a notice to end tenancy for nonpayment of rent, a request for a monetary order for unpaid rent totaling \$3200.00, and request for recovery of the \$50.00 filing fee.

### Background and Evidence

The applicant testified that:

- This tenancy began on December 15, 2011 with a monthly rent of \$1600.00 per month due on the first of the month.
- No rent was paid for the month of December 2012 and therefore on December 15, 2012 a 10 day notice to end tenancy was posted on the tenant's door.
- To date, the tenant has failed to comply with that notice and has failed to pay any further rent.
- They are therefore requesting an order of possession for as soon as possible, and a monetary order for the outstanding rent plus their filing fee.

The respondent testified that:

- On December 5, 2012 the landlord served him with two notices to end tenancy, one was a 10 day notice to end tenancy for nonpayment of rent, and the second was a 2-month notice to end tenancy for landlord use.
- It was his understanding that when a two-month notice to end tenancy was served the landlord is also required to immediately pay the tenant the equivalent of one month's rent, and therefore he believed he did not have to pay any rent for the month of December 2012.
- He has not filed a dispute of either of the notices to end tenancy.
- Further the landlord normally collects the rent however the landlord made no attempt to collect the rent for the month of December 2012.

### Analysis

The tenant in this case has made a mistake; the landlord is not required to immediately pay the tenant the equivalent of one month's rent when he serves a two-month Notice to End Tenancy. The requirement is that the equivalent of one month's rent be paid on or before the effective date of the notice. The effective date of the notice is the date that the tenant is required to vacate.

Therefore in this case the tenant was still obligated to pay the full rent for the month of December 2012.

Further, even if the tenant felt that the 10 day notice to end tenancy was not valid, he was required to file a dispute with that notice within five days, and if he fails to do so he is conclusively deemed to have accepted the end of the tenancy.

Therefore since the tenant has not filed a dispute of the notice, it is my finding that he is conclusively deemed to have accepted the end of this tenancy and I will be issuing order of possession in favor of the landlord.

Further since the tenant has not paid any rent for the months of December 2012, and January 2013, I also allow the landlord's request for a monetary order for \$3200.00 in outstanding rent.

I also allow the request for recovery of the filing fee.

Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenant.

I have issued a Monetary Order in the amount of \$3250.00.

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: February 1, 2013

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Residential Tenancy Branch

