



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The female Agent for the Landlord stated that copies of the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence were sent to the Tenant at the rental unit, via registered mail, on February 21, 2013. The female Agent for the Landlord cited a Canada Post tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 55, 67, and 72 of the *Residential Tenancy Act (Act)*?

Background and Evidence

The female Agent for the Landlord stated that this tenancy began on April 01, 2009 and that the Tenant was required to pay monthly rent of \$1,060.00 by the first day of each month during the latter portion of the tenancy.

The female Agent for the Landlord stated that the Tenant still owes \$3.00 in rent from January of 2013; that the Tenant paid \$1,000.00 of the rent owed for February on February 21, 2013; that the Tenant was issued a receipt that indicates the payment does not reinstate the tenancy; that the Tenant still owes \$60.00 in rent for February of 2013; that the Tenant paid \$1,000.00 in rent on March 18, 2013; that the Tenant will be

issued a receipt that indicates the payment does not reinstate the tenancy; and that the Tenant still owes \$60.00 in rent for March of 2013.

The male Agent for the Landlord stated that he posted a Ten Day Notice to End Tenancy for Unpaid Rent, at the rental unit on February 05, 2013. The Notice, which was submitted in evidence, declares the Tenant must vacate the rental unit by February 15, 2013.

Analysis

Based on the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord and that the Tenant was required to pay monthly rent of \$1,060.00 by the first day of each month during the latter portion of the tenancy.

Based on the undisputed evidence, I find that the Tenant owed the Landlord \$1,063.00 in rent on February 01, 2013; that the Tenant paid \$1,000.00 of that debt on February 21, 2013; and that the Tenant still owes \$63.00 in rent for the period ending on February 28, 2013. As she is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$63.00 in outstanding rent to the Landlord.

If rent is not paid when it is due, a tenancy may be ended pursuant to section 46 of the *Act*. Based on the undisputed evidence, I find that a Ten Day Notice to End Tenancy was posted on the door of the rental unit, which directed the Tenant to vacate the rental unit by February 15, 2013, pursuant to section 46 of the *Act*.

Section 90 of the *Act* stipulates that a document that is posted on a door is deemed to be received on the third day after it is posted. I therefore find that the Tenant received the Notice to End Tenancy on February 08, 2013.

Section 46(1) of the *Act* stipulates that a 10 Day Notice to End Tenancy is effective ten days after the date that the tenant receives the Notice. As the Tenant is deemed to have received this Notice on February 08, 2013, I find that the earliest effective date of the Notice is February 18, 2013.

Section 53 of the *Act* stipulates that if the effective date stated in a Notice is earlier than the earliest date permitted under the legislation, the effective date is deemed to be the earliest date that complies with the legislation. Therefore, I find that the effective date of this Notice to End Tenancy was February 18, 2013.

Section 46 of the *Act* stipulates that a tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the Notice to End Tenancy if the tenant does not either pay the outstanding rent or file an Application for Dispute Resolution to dispute the Notice within five days of receiving the Notice to End Tenancy. In the circumstances before me I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the

tenancy has ended. On this basis I find that the Landlord is entitled to an Order of Possession.

As the Tenant is still occupying the rental unit; the Tenant has already paid \$1,000.00 in rent for March; and the Landlord has requested an Order of Possession that is not effective until March 31, 2013, I find that the Tenant must also pay the remaining \$60.00 that is due for March of 2013.

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.

Conclusion

I hereby grant the Landlord an Order of Possession that is effective at 1:00 p.m. on March 31, 2013. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

I find that the Landlord has established a monetary claim, in the amount of \$173.00, which is comprised of \$123.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for the amount of \$173.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: March 18, 2013

Residential Tenancy Branch

