



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 659804 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing dealt with a landlord's application for an Order of Possession and a Monetary Order for unpaid rent. The tenant did not appear at the hearing. The landlord testified that the tenant was served with the hearing documents on March 13, 2013 at the rental unit. I was satisfied the tenant was sufficiently served with notice of this proceeding and I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

1. Is the landlord entitled to an Order of Possession for unpaid rent?
2. Is the landlord entitled to a Monetary Order for unpaid rent?

Background and Evidence

The month-to-month tenancy commenced June 30, 2012. The landlord did not collect a security deposit. The tenant was required to pay rent of \$975.00 on the 1st day of every month. The tenant failed to pay rent starting November 2012 and continues to occupy the rental unit.

The landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on February 28, 2013 in the presence of a witness. The landlord testified that as the landlord was posting the Notice on the tenant's door the tenant took the Notice from the landlord. Although not indicated on the copy supplied to the Branch, the Notice given to the tenant was signed by the landlord and indicated the outstanding rent of \$3,600.00 was due as of February 1, 2013. The tenant did not pay any portion of the outstanding rent after being served with the Notice.

Upon enquiry, the landlord explained that the landlord made a mathematical error and the outstanding rent indicated on the Notice should have read \$3,900.00.

In filing this application the landlord requested a Monetary Order in the amount of \$3,600.00. Documentary evidence provided for this proceeding included copies of: the tenancy agreement, the 10 Day Notice, and, a signed proof of service of the 10 Day Notice.

Analysis

Under the Act a tenant is required to pay rent when due in accordance with their tenancy agreement. Where a tenant does not pay rent the landlord is at liberty to issue a 10 Day Notice to End Tenancy.

When a tenant receives a 10 Day Notice the tenant has five days to pay the outstanding rent to nullify the Notice or the tenant has five days to dispute the Notice by filing an Application for Dispute Resolution. If a tenant does not pay the outstanding rent or dispute the Notice within five days then, pursuant to section 46(5) of the Act, the tenant is conclusively presumed to have accepted the tenancy will end and must vacate the rental unit by the effective date of the Notice.

I accept the evidence before me that the tenant has failed to pay rent since November 2012 and the tenant received a 10 Day Notice on February 28, 2013. As the 10 Day Notice presented to me does not indicate an effective date, pursuant to sections 46 and 53 of the Act, the effective date on the Notice automatically changes to read March 10, 2013.

Since the tenant did not pay the outstanding rent or dispute the Notice within five days of receiving the Notice I find the tenancy ended on March 10, 2013 and the landlord is entitled to regain possession of the rental unit. Provided with this decision is an Order of Possession effective two (2) days after service upon the tenant.

Based upon the evidence before me, I find the tenant owes the landlord at least \$3,600.00 in rent for the months of November 2012 through February 2013 and I grant the landlord's request for a Monetary Order in that amount. The landlord remains at liberty to file another Application for Dispute Resolution seeking loss of rent for subsequent months.

I also award the landlord the \$50.00 filing fee paid for this application.

In light of the above, the landlord is provided a Monetary Order in the sum of \$3,650.00. The landlord must serve the Monetary Order upon the tenant and may enforce it in Provincial Court (Small Claims) as necessary.

Conclusion

The landlord has been provided an Order of Possession effective two (2) days after service upon the tenant. The landlord has been provided a Monetary Order in the sum of \$3,650.00 to serve upon the tenant.

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: April 09, 2013

Residential Tenancy Branch

