



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, MND, CNR, MNR, LRE, OLC, LAT, FF*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee. The tenant applied for an order to cancel the notice to end tenancy and for an order directing the landlord to comply with the *Act*. The tenant also applied for an order authorizing him to change the locks and to set conditions on the landlord's right to enter the rental unit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession or should the notice to end tenancy be set aside? Is the landlord entitled to a monetary order for unpaid rent? Is the tenant entitled to the remedies he has applied for?

Background and Evidence

The tenancy started in April 2010. The tenant shared the rental unit with a roommate. The total rent was \$775.00 and did not include utilities.

The landlord stated that the tenant failed to pay rent for March, April and May 2013. On May 04, 2013 the landlord served the tenant with a ten day notice to end tenancy for unpaid rent. The tenant disputed the notice in a timely manner but did not pay the outstanding rent.

Analysis

The tenant received the notice to end tenancy for unpaid rent, on May 04, 2013 and did not pay rent within five days of receiving the notice to end tenancy, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Based on the sworn testimony of both parties, I accept the landlord's evidence in respect of the claim. I find that the tenant did not pay rent for three months in the total amount of \$2,325.00. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$50.00. Accordingly, I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$2,375.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Since the notice to end tenancy is upheld and the tenancy is ending, the tenant's application for an order directing the landlord to comply with the *Act* is not necessary. For the same reason, the tenant's application to change locks and restrict the landlord's right to enter the rental unit is also moot.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant. I also grant the landlord a monetary order in the amount of **\$2,375.00**.

The tenant's application is dismissed in its entirety.

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: May 30, 2013

Residential Tenancy Branch