



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0816432 BC Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, OPC, MNR,

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on May 1, 2013 in accordance with Section 89.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

While the landlord had originally applied for an order of possession based on a 10 Day Notice to End Tenancy he also submitted a copy of a 1 Month Notice to End Tenancy for Cause. As both notices were issued prior to the date the landlord submitted his Application for Dispute Resolution and included in the landlord's evidence package I amend the landlord's Application to include a request for an order of possession based on both notices.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and/or for cause and to a monetary order for unpaid rent, pursuant to Sections 46, 47, 55, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on July 2, 2009 for a 6 month and 4 day fixed term tenancy beginning on June 26, 2009 that converted to a month to month tenancy on January 1, 2010 for the monthly rent of \$550.00 due on the 1<sup>st</sup> business day of each month and a

security deposit of \$275.00 was paid. The landlord testified rent increases have made the current rent \$560.80;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 6, 2013 with an effective vacancy date of March 16, 2013 due to \$560.80 in unpaid rent; and
- A copy of a 1 Month Notice to End Tenancy for Cause that was issued on April 1, 2013 with an effective vacancy date of April 30, 2013 due to repeated late payment of rent.

The landlord submits the tenant failed to pay the full rent owed for the month of March 2013 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on March 6, 2013 and that this service was witnessed by a third party.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The landlord acknowledges the tenant had paid rent for March on March 27, 2013.

The landlord further testified the tenant has not paid any rent since March 27, 2013 and as such the landlord issued the 1 Month Notice to End Tenancy for Cause by posting it to the rental unit door. The landlord testified the current rental arrears are \$1,121.60

### Analysis

I have reviewed all testimony and evidence and accept that the tenant has been served with the notices to end tenancy as declared by the landlord. The 10 Day Notice is deemed to have been received by the tenant on March 9, 2013 and the effective date of the notice is amended to March 19, 2013, pursuant to Section 53 of the *Act*. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing, I find the tenant is conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

As I have determined the 10 Day Notice to End Tenancy for Unpaid Rent sufficiently ended the tenancy, I make no finding on the 1 Month Notice to End Tenancy for Cause.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$1,121.60** comprised of rent owed.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: May 28, 2013

---

Residential Tenancy Branch

