



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Green Team Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR and FF

This hearing was convened on an application made by the landlord on May 22, 2013 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served in person on May 3, 2013.

The landlord also sought a Monetary Order for unpaid rent of \$25,000, a claim that was reduced by the landlord to stay within the maximum amount within the jurisdiction of the *Residential Tenancy Act*.

Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to an Order of Possession and a Monetary Order as requested.

Background and Evidence

This tenancy began on January 15, 2010. Rent is \$3,715 per month and the landlord holds a security deposit of \$1800 according to the rental agreement signed on January 10, 2010.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served after the tenants had failed to pay any rent since February 2012 except for a single month payment made in January 13, 2013. The landlord stated that the accumulated rent arrears had grown to \$55,725 but that he would accept a monetary award for the \$25,000 maximum allowable under the *Residential Tenancy Act*.

The landlord stated that he had delayed bringing the present action because he had been of the belief that the tenants could and would catch up on the unpaid rent.

The tenant verified the landlord's evidence as to the timing of missed rent and the total amount owed and made explanation that the unpaid rent had been the result of unanticipated cash flow problems.

Both parties expressed the hope that the tenants might still be able to bring the rent up to date.

In addition to the \$25,000 monetary award, the landlord requested an Order of Possession to take effect at 1 p.m. on June 30, 2013.

Analysis

Section 26 of the *Act* provides that tenants must pay rent when it is due.

Section 46 of the *Act* provides that a landlord may issue a Notice to End Tenancy for unpaid rent on a day after the rent is due. The tenants may cancel the notice by paying the overdue rent or make application to dispute the notice within five days of receiving it.

In this instance, I find that the tenants did not pay the rent within five days of receiving the notice and did not make application to dispute it.

Therefore, under section 46(5) & (6) of the *Act*, the tenants are conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy which was May 14, 2013.

Accordingly, I find that the landlord is entitled to an Order of Possession effective at 1 p.m. on June 30, 2013 as he requested.

I further find that the landlord is entitled to a Monetary Order for \$25,000, the maximum award within the jurisdiction of the *Act*.

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect at 1 p.m. on June 30, 2013.

In addition, the landlord's copy of this decision is accompanied by a Monetary Order for **\$2,5000.00**, enforceable through the Provincial Court of British Columbia, for service on 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: June 17, 2013

Residential Tenancy Branch