



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Blue Sky Investments Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: OPR, MNR, MNDC, FF

### Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on February 1, 2013. Monthly rent of \$860.00 is due and payable in advance on the first day of each month, and a security deposit of \$430.00 was collected.

Arising from rent which remained unpaid when due on July 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated July 20, 2013. The notice was served in-person on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is July 30, 2013. Subsequently, the tenant made a payment toward rent on September 7, 2013 in the limited amount of \$900.00, and she continues to reside in the unit.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated July 20, 2013. The tenant did not pay the full amount of rent outstanding within 5 days of receiving the notice, and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord has established entitlement to an **order of possession**.

As for the monetary order, I find that the landlord has established entitlement to a claim of **\$1,805.00**, which is calculated as follows:

\$860.00: *unpaid rent for July*  
\$25.00: *fee assessed for late payment of July rent*  
\$860.00: *unpaid rent for August*  
\$25.00: *fee assessed for late payment of August rent*  
\$860.00: *unpaid rent for September*  
\$25.00: *fee assessed for late payment of September rent*  
\$50.00: *filing fee*

**Sub-total: \$2,705.00**

**MINUS:**      **\$900.00** *payment by tenant on September 7, 2013*

**Total:        \$1,805.00**

The landlord has not presently applied to retain the \$430.00 security deposit.

#### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,805.00**. Should it be necessary, this order may be served on the tenant, filed in the 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: September 10, 2013

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Residential Tenancy Branch

