



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Schrader Family Holdings Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

CNR, OPR, MNR, FF

### **Introduction:**

This hearing was convened in response to cross applications.

On August 16, 2013 the Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, and to recover the fee for filing an Application for Dispute Resolution.

On August 12, 2013 the Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Unpaid Rent.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

### **Issue(s) to be Decided:**

Is the Landlord entitled to an Order of Possession for unpaid rent or should the Notice to End Tenancy be set aside and is the Landlord entitled to a monetary Order for unpaid rent?

### **Background and Evidence:**

The Agent for the Landlord and the Tenant agree that this tenancy began on May 15, 2011; that the written tenancy agreement was between the Tenant and the former owner of the rental unit; that the tenancy agreement required the Tenant to pay monthly rent of \$875.00 by the first day of each month; that the rental unit was sold on July 31, 2013; and that the Tenant has paid no rent for August or September of 2013.

The Agent for the Landlord stated that the Applicant purchased this rental unit on July 31, 2013.

The Agent for the Landlord and the Tenant agree that on August 01, 2013 the Agent for the Landlord personally served the Tenant with an unsigned document, which informed the Tenant that her rent cheque should be made out to the Applicant and that the Agent for the Landlord will be the property manager.

The Tenant stated that she has not paid rent to the Applicant as she has never been shown proof that the property was sold to the Applicant. She stated that she asked the Agent for the Landlord for proof of the sale on several occasions; that on August 09, 2013 he provided her with a phone number for his lawyer; and that the lawyer would not provide her with confirmation of the purchase.

The Agent for the Landlord and the Tenant agree that Tenant was personally served with a Ten Day Notice to End Tenancy for Unpaid Rent on August 06, 2013, which had an effective date of August 16, 2013. The Notice declared that the Applicant is the Landlord of the rental unit.

### Analysis

Based on the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the former owner of the rental unit, which required the Tenant to pay monthly rent of \$875.00 by the first day of each month.

On the basis of the testimony of the Agent for the Landlord and in the absence of evidence to the contrary, I find that the Applicant purchased the rental unit on July 31, 2013. I therefore find that the Applicant is the new landlord of the rental unit, pursuant to section 1(b) of the *Residential Tenancy Act (Act)*.

Based on the undisputed evidence, I find that the Tenant has not paid rent for August or September of 2013. As she is required to pay rent when it is due, pursuant to section 26(1) of the *Act*, I find that the Tenant must pay rent for August, in the amount of \$875.00. As the Tenant has not yet vacated the rental unit, I find that she must also pay rent/lost revenue for the month of September, in the amount of \$875.00.

On the basis of the document that was served to the Tenant on August 01, 2013; the Notice to End Tenancy for Unpaid Rent that was served to her August 06, 2013; the fact her previous landlord told her the rental unit had been sold on July 31, 2013; and the fact that no other party has advised her that he/she is the new landlord, I find that the Tenant's decision to withhold rent was unreasonable.

If rent is not paid when it is due, a tenancy may be ended pursuant to section 46 of the *Act*. As the Tenant did not pay rent when it was due, I find that the Landlord had the right to serve the Tenant with a Notice to End Tenancy that directed the Tenant to vacate the rental unit by August 16, 2013, pursuant to section 46 of the *Act*. I therefore dismiss the Tenant's application to set aside this Notice to End Tenancy.

As the Tenant did not pay the outstanding rent within five days of receiving the Notice to End Tenancy, I find that the Landlord is entitled to an Order of Possession.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I grant the Landlord an Order of Possession that is effective on September 30, 2013. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$1,800.00, which is comprised of \$1,750.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for this amount. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 24, 2013

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Residential Tenancy Branch

