



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNR, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated November 2, 2013 and a monetary order for rent owed.

At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and all of the evidence that was served properly has been reviewed. The parties were also permitted to present affirmed oral testimony and submissions during the hearing. In making this decision, I have considered the evidence and testimony provided.

Preliminary Issue(s)

At the start of the hearing the respondent tenant made a verbal request for an adjournment of the hearing. The landlord's hearing application was made and served in mid November 2013 and scheduled to be heard on January 2, 2014.

The tenant testified that he was seeking to adjourn the hearing because his lawyer was not available today. No written request for an adjournment was received in advance of the proceedings.

Rule 6.1 of the Rules of Procedure states that the Residential Tenancy Branch will reschedule a dispute resolution proceeding if *“written consent from both the applicant and the respondent is received by the Residential Tenancy Branch before noon at least three (3) business days before the scheduled date for the hearing.”*

In this instance, there was no evidence to prove that the tenant complied with the above. Moreover, the landlord was asked whether or not they would consent to the tenant's request that the hearing be adjourned and the landlord indicated that they were

not amenable to having the dispute resolution hearing delayed and reconvened at a later date.

Accordingly, I find that there was not sufficient justification under the Act and Rules of Procedure to support imposing an adjournment on the other unwilling party and that a delay would unfairly prejudice the applicant. Therefore, the tenant's request for an adjournment was denied. The hearing then proceeded as scheduled.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent?

Is the landlord entitled to monetary compensation for rental arrears owed?

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated November 2, 2013 with effective date of November 12, 2013, a copy of receipts, proof of service and a copy of the tenancy agreement.

The landlord testified that the tenancy began in August 2013. No security deposit or pet damage deposit had been paid. The landlord testified that the tenant failed to pay all of the rent for several months and owed \$500.00 for September 2013, \$180.00 for November 2013, \$930.00 for December 2013 and \$930.00 for January 2014 for total arrears of \$2,540.00 which is being claimed. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. I find that the tenant has not paid the arrears and did not apply to dispute the Notice and 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. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim of \$2,590.00 comprised of \$2,540.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application.

I hereby grant the Landlord an order under section 67 for \$2,590.00. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord's application was successful and the landlord was granted a monetary order for rental arrears and an Order of Possession.

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: January 02, 2014

Residential Tenancy Branch

