



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pendrellis Housing Society and Terra Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes: OPR, MNR, MNSD, FF**

### **Introduction**

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on March 25, 2014 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant via registered mail at the address noted on the application. Since mailing the package the landlord has talked with the tenant, who confirmed receipt of the registered mail. The landlord also issued the tenant an April 3, 2014 letter, a copy of which was supplied as evidence. That letter reminded the tenant of today's hearing.

These documents are deemed to have been served in accordance with section 89 and 90 of the Act; however the tenant did not appear at the hearing.

### **Preliminary Matters**

The application was amended to reflect rent owed to April 2014. As rent is the most basic component of a tenancy agreement there can be no doubt that the tenant is aware rent must be paid when it is due.

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

Is the landlord entitled to an Order of possession for unpaid rent?

Is the landlord entitled to a monetary Order?

Is the landlord entitled to filing fee costs?

### **Background and Evidence**

The tenancy commenced on January 1, 1996. A copy of the tenancy agreement was supplied as evidence. Rent is subsidized. The July 12, 2013 rent subsidy application supplied as evidence shows current rent is \$453.00 per month.

The landlord stated that on February 26, 2014 a 10 day Notice ending tenancy for unpaid rent or utilities, which had an effective date of March 10, 2014 was served by registered mail sent to the tenant's rental unit address. A Canada Post receipt was supplied as evidence.

The Notice indicated that the Notice would be automatically cancelled if the landlord received \$1,026.00 within 5 days after the tenant was assumed to have received the Notice. The Notice also indicated that the tenant was presumed to have accepted that the tenancy was ending and that the tenant must move out of the rental by the date set out in the Notice unless the tenant filed an Application for Dispute Resolution within 5 days.

The sum indicated on the Notice included rent and fees. The landlord said that the tenant has not paid rent since December 2013; totaling \$1,812.00. The tenant has been issuing cheques that are returned as NSF.

On May 6, 2014 the landlord sent the tenant a 2<sup>nd</sup> letter outlining amounts owed and the fact that her March rent cheques had been returned as NSF. A copy of this letter was supplied as evidence.

### Analysis

Section 46(1) of the Act stipulates that a 10 day Notice ending tenancy is effective 10 days after the date that the tenant receives the Notice. As the tenant is deemed to have received this Notice on the 5<sup>th</sup> day after mailing on February 26, 2014, I find that the earliest effective date of the Notice is March 8, 2014.

In the absence of evidence to the contrary, I find that the tenant was served with a Notice ending tenancy that required the tenant to vacate the rental unit on March 10, 2014, pursuant to section 46 of the Act; the date indicated on the Notice.

Section 46 of the Act stipulates that a tenant has 5 days from the date of receiving the Notice ending tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. In the circumstances before me I have no evidence that the tenant exercised either of these rights; therefore, pursuant to section 46(5) of the Act, I find that the tenant accepted that the tenancy has ended on the effective date of the Notice; March 10, 2014.

In the absence of evidence to the contrary, I find that the tenant has not paid rent in the amount of \$1,812.00 from January to April 2014 inclusive, and that the landlord is entitled to compensation in that amount.

I find that the landlord's application has merit and, pursuant to section 72 of the Act that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord has been granted an Order of Possession that is effective 2 days after service to the tenant. This Order may be served on the tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

Therefore, the landlord has established a monetary claim, in the amount of \$1,862.00, which is comprised of 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 in the sum of \$1,862.00. 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.

### Conclusion

The landlord is entitled to an Order of possession and monetary Order for unpaid rent.

The landlord is entitled to filing fee costs.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 12, 2014

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Residential Tenancy Branch

