



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Forest Village Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing was convened by way of conference call in repose to the landlord's application for an Order of Possession for unpaid rent and for a Monetary Order for unpaid rent.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on April 29, 2014. Mail receipt numbers were provided by the landlord's agent in sworn testimony. The tenants were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord's agents appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Is the landlord entitled to an Order of Possession due to unpaid rent?
- Is the landlord entitled to a Monetary Order to recover unpaid rent?

### Background and Evidence

The landlord's agent testified that this fixed term tenancy started on August 08, 2013 for a 12 month term. Rent for this unit is \$1,100.00 per month and is due on the 1st of each month.

The landlord's agent testified that the tenants failed to pay all the rent due for March, 2014 leaving an unpaid balance of \$700.00. The landlord issued a 10 Day Notice to End Tenancy (the Notice) for unpaid rent on March 04, 2014 and served this personally to the tenants on that date. The Notice informed the tenants that they owe rent of \$700.00 which was due on March 01, 2014. The tenants had five days to either pay the outstanding rent or apply for Dispute Resolution or the tenancy would end on March 15, 2014. The tenants did not pay the outstanding rent or dispute the Notice within five days. Since that time the tenants have failed to pay rent for April, May and June 2014. The total amount of outstanding rent is now \$4,000.00. The landlord requested to amend their application to include unpaid rent for June as the tenants failed to move from the rental unit on the effective date of the Notice.

The landlord requested an Order of Possession to take effect as soon as possible and Monetary Order to recover the unpaid rent.

### Analysis

Section 26 of the *Residential Tenancy Act (Act)* states: *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

Consequently, as the tenants have failed to attend the hearing to dispute the landlord's claim I find from the documentary evidence and testimony of the landlord's agents that the tenants have failed to pay rent for March, April and May and June, 2014 and the landlord is entitled to recover these rent arrears. I have allowed the landlord to amend their claim to include unpaid rent for June, 2014 as the tenants are still residing in the unit and would be

aware that rent was due on the first day of each month. Consequently, the landlord will receive a Monetary Order to the sum of **\$4,000.00** pursuant to s. 67 of the *Act*.

I accept that the tenants were served the 10 Day Notice to End Tenancy for unpaid rent, pursuant to section 88 of the *Residential Tenancy Act*. The Notice states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the outstanding rent within five days nor apply to dispute the Notice to End Tenancy within five days.

Based on the foregoing, I find that the tenants are conclusively presumed, under section 46(5) of the *Act*, to have accepted that the tenancy ended on the effective date of the Notice and grant the landlord an Order of Possession pursuant to s. 55 of the *Act*.

#### Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$4,000.00**. The Order must be served on the Respondents and is enforceable through the Provincial Court as an Order of that Court.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **two days after service upon the tenants**. This Order must be served on the Respondents and may be filed in the Supreme 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: June 13, 2014

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Residential Tenancy Branch

