



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, and the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee?

Background and Evidence

The tenancy started on February 19, 2014. There is no written tenancy agreement. The landlord stated that the monthly rent is \$700.00. The tenant argued that the rent is \$650.00. Both parties agreed that the tenant paid a total of \$650.00 prior to moving in.

Both parties also agreed that the tenant did not pay any rent after the initial amount paid. On April 05, 2013, the landlord served the tenant with a ten day notice to end tenancy for \$900.00 in unpaid rent.

During the hearing the tenant went on at length in a disruptive manner, about the landlord changing the locks and drilling a hole in a wall of the rental unit. I explained to the tenant that he was at liberty to file an application of his own.

The landlord is applying for an order of possession effective two days after service on the tenant and for a monetary order in the amount of \$1,653.00 for unpaid rent plus \$50.00 for the filing fee. The landlord explained that the amount calculated for unpaid rent was a prorated amount for rent owed up to the date of this hearing.

Analysis

Based on the sworn testimony of the both parties, I accept the landlord's evidence in respect of the claim. Since there is no written tenancy agreement and the parties did not agree on the amount of the monthly rent, I will accept the tenant's version of the rent as being \$650.00 per month. Based on this amount and the fact that the tenant only made a onetime payment of \$650.00, I find that the tenant owes the landlord a balance of \$1,551.00 which covers prorated rent up to the end of May.

The tenant received the notice to end tenancy for unpaid rent, on April 05, 2014 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired. In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I also find that the landlord is entitled to \$1,551.00 for unpaid rent. Since the landlord has proven her case she is also entitled to the filing fee of \$50.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of 1,601.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order for **\$1,601.00**.

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: May 28, 2014

Residential Tenancy Branch

