



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord seeking an Order of Possession based on the Ten-Day Notice to End Tenancy for Unpaid Rent dated May 19, 2014 and a monetary order for rent owed.

Both parties were present at the hearing. 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 the parties were also permitted to present affirmed oral testimony and make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession based on the 10-Day Notice?

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

Background and Evidence

The tenancy began in April 1994 and current rent is \$720.00. A security deposit of \$300.00 was paid. The landlord testified that, on May 1, 2014 the tenant failed to pay \$720.00 and a Notice to End Tenancy was issued on May 19, 2014 and served on the tenant in person. Submitted into evidence was a copy of the 10-Day Notice.

The landlord testified that the tenant has since failed to pay \$720.00 owed for the months of June and July 2014, accruing arrears totaling \$2,160.00. The landlord is seeking a Monetary Order and an Order of Possession.

The tenant acknowledged rent was in arrears and said efforts are being made to deal with the debt. The tenant hopes to remain in the unit until the end of August 2014.

Analysis

Based on the testimony of both parties, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid all of the outstanding rent 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. Therefore, I find the landlord is entitled to an Order of Possession.

Section 26 (1) of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement.

Based on the evidence and testimony, I find that the landlord has established a total monetary claim of \$2,210.00, comprised of \$2,160.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the tenant's security deposit and interest totaling \$362.28 in partial satisfaction of the claim, leaving a balance due to the landlord in the amount of \$1,847.72.

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 may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the landlord a monetary order under section 67 for \$1,847.72. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is successful in the application and is granted a monetary order and an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent.

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: July 15, 2014

Residential Tenancy Branch

