



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Landlords: OPR, MNR  
Tenants: MT, CNC, CNR, MNSD, RR

### Introduction

This hearing dealt with the cross Applications for Dispute Resolution. The landlords sought an order of possession and a monetary order. The tenant sought to more time to cancel a notice to end tenancy; cancel two notices to end tenancy; return of her security deposit; and a rent reduction.

The hearing was conducted via teleconference and was attended by the landlords.

The landlords submitted documentary evidence confirming the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on July 10, 2014 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5<sup>th</sup> day after it was mailed.

Based on the evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*. In addition, the tenant had filed her own Application for Dispute Resolution and was provided with her own hearing documents.

### Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to an order of possession for unpaid rent and to a monetary order for unpaid rent, pursuant to Sections 46, 55, 67, and 72 of the *Act*.

It must also be decided if the tenant is entitled to more time to apply to cancel a notice to end tenancy; to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; to cancel a 1 Month Notice to End Tenancy for Cause; to a monetary order for return of the security deposit; and for reduced rent, pursuant to Sections 38, 46, 47, 65, and 66 of the *Act*.

### Background and Evidence

The landlords submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on June 2, 2014 for a month to month tenancy beginning on May 28, 2014 for a monthly rent of \$650.00 due on the 28<sup>th</sup> of each month with a security deposit of \$325.00 paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated June 30, 2014 with an effective vacancy date of June 30, 2014 due to \$650.00 in unpaid rent.

The landlords submit the tenant has failed to pay rent for the month of July 2014 by June 28, 2014 that date it was due in the tenancy agreement and that they served the tenant with the 10 Day Notice to End Tenancy on June 30, 2014 by posting it on the rental unit door. The landlords submit the tenant has also failed to pay rent that was due on July 28, 2014 for August 2014.

### Analysis

In the absence of the tenant, I dismiss her entire Application without leave to reapply.

Section 46 of the *Act* allows a landlord to end a tenancy if rent is unpaid on any day after the day it is due by giving the tenant notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

Section 46(4) goes on to say that within 5 days of receiving such a notice the tenant may pay the overdue rent, in which case the notice has no effect or dispute the notice by making an application for dispute resolution.

And Section 46(5) states that if a tenant who receives a notice under Section 46 does not pay the rent or file an application for dispute resolution within 5 days the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date.

As the tenant has failed to attend this hearing I find that it has the same effect as if she had not filed an Application for Dispute Resolution to dispute the 10 Day Notice to End Tenancy for Unpaid Rent and as such the tenant is conclusively presumed to have accepted the end of the tenancy.

I find the tenant has been served with the 10 Day Notice to End Tenancy on June 30, 2014 as described the landlords and in accordance with Section 53 of the *Act* I amend the effective date to be July 13, 2014.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,300.00** comprised of rent owed.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: July 29, 2014

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Residential Tenancy Branch

