



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession based on unpaid rent, a Monetary Order for unpaid rent, and to recover the filing fee for the Application.

The Landlord and the Tenants appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an order of possession and monetary relief?

### Background and Evidence

The relevant evidence with respect to the tenancy is as follows:

1. The parties entered into a written Residential Tenancy Agreement dated May 1, 2014 (the "Tenancy Agreement").
2. The Tenancy Agreement was signed by both Tenants and the Landlord on May 1, 2014.

3. The tenancy began May 1, 2014.
4. While not specified in the Tenancy Agreement, the parties testified that rent was \$675.00 monthly payable on the 1<sup>st</sup> of the month.
5. The Tenants paid a security deposit of \$340.00 on May 1, 2014.
6. The Tenants did not pay rent for July 2014, nor did they pay rent for August 2014.

Based on the Landlord's testimony and Proof of Service submitted in evidence, I find that the Tenants were served with a 10 day Notice to End Tenancy for non-payment of rent on July 3, 2014 by posting to the rental unit door (the "Notice"). Section 90(c) provides that document served in this manner are deemed served 3 days later; accordingly, I find that the tenants were served the Notice as of July 6, 2014.

The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days of service. The Notice also explains the Tenants had five days from the date of service to dispute the Notice by filing an Application for Dispute Resolution.

The Tenants did not pay the outstanding rent, nor did they apply to dispute the Notice.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants have not paid the outstanding rent and did not apply to dispute the Notice and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an Order of Possession. During the hearing, the Landlord agreed to the Tenants' request that they be permitted to vacate the rental unit by 1:00 p.m. on September 14, 2014. Accordingly, the Order of Possession shall be effective **at 1:00 p.m. on September 14, 2014**. This Order of Possession may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of \$1,737.50 comprised of \$675.00 for July rent, \$675.00 for August rent, and \$337.50 for the days in September the Tenants will be in occupation of the rental unit, and the \$50.00 fee paid by the Landlord for this application.

During the hearing the parties agreed that the Tenants would pay the \$1,737.50 as follows:

- \$725.00 by no later than 12:00 midnight on Friday August 29, 2014; and
- \$1,012.50 by no later than 12:00 midnight on Friday September 12, 2014.

The Landlord is entitled to a Monetary Order payable as noted above.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### Conclusion

The Tenant failed to pay rent and did not file to dispute the Notice to End Tenancy. The Tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an Order of Possession, and is granted a Monetary Order for \$1,737.50.

This decision is final and binding on the parties, except as 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: August 27, 2014



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

**All decisions are binding and both landlord and tenant are required to comply.**

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order* **(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)