



# 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 was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on August 30, 2014 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord wishes to rely upon as evidence were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted a Canada Post receipt that corroborates this statement.

The Landlord stated that the Canada Post website shows this package was delivered to the Tenant on September 05, 2014. The Landlord submitted a Canada Post receipt that corroborates this statement.

In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent?

### Preliminary Matter

At the hearing the Landlord applied to amend the Application for Dispute Resolution to include a claim for rent that has accrued since he filed this Application. As I find it reasonable that the Tenant would know, or ought to know, that the Landlord would be seeking all of the rent that is currently due, I granted the application for an amendment.

### Background and Evidence

The Landlord stated that this tenancy began on December 01, 2013; that the Tenant agreed to pay monthly rent of \$800.00 by the first day of each month; and that the Tenant is still living in the rental unit.

The Landlord stated that the Tenant did not pay any rent for June, July, August, September, or October of 2014.

The Landlord stated that a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of June 12, 2014, was personally served to the Tenant on June 02, 2014. The Notice declared that the Tenant owed \$800.00 in rent that was due on June 01, 2014.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$800.00 by the first day of each month. Section 26(1) of the *Act* requires tenants to pay rent to their landlord when it is due.

On the basis of the undisputed evidence, I find that the Tenant did not pay rent for June of 2014. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$800.00 in outstanding rent for June.

If rent is not paid when it is due, section 46(1) of the *Act* entitles landlords to end the tenancy within 10 days, by providing proper written notice. On the basis of the undisputed evidence, I find that the Ten Day Notice to End Tenancy, served pursuant to section 46 of the *Act*, was personally served to the Tenant on June 02, 2014.

Section 46 of the *Act* stipulates that a tenant has five days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. In the circumstances before me I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the tenancy has ended. On this basis I grant the landlord an Order of Possession.

As the Tenant did not vacate the rental unit on the effective date of the Notice to End Tenancy, I find that the Tenant is obligated to pay rent, on a per diem basis, for the days the Tenant remained in possession of the rental unit.

As the Tenant has already been ordered to pay rent for the period between June 13, 2014 and June 30, 2014, I find that the Landlord has been fully compensated for that period. I also find that the Tenant must compensate the Landlord for July, August, and

September of 2014, in the amount of \$2,400.00, as the Tenant remained in possession of the rental unit for those months.

I also find that the Tenant must compensate the Landlord for the 21 days in October that she has retained possession of the rental unit, at a daily rate of \$25.81, which equates to \$542.01. I decline to award compensation for the entire month of October, as it is entirely possible that the Tenant will vacate the rental unit today.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

### Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$3,792.01, which is comprised of \$3,742.01 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for \$3,792.01. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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: October 21, 2014

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Residential Tenancy Branch

