



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, FF

Introduction

This hearing was convened by way of conference call in response to the landlords' application for an Order of Possession for cause; for a Monetary Order for unpaid rent; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlords to the tenant, was done in accordance with section 89 of the *Act*; served in person to the tenant on January 05, 2015.

The landlords appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Are the landlords entitled to an Order of Possession for cause?
- Are the landlords entitled to a Monetary Order for unpaid rent?

Background and Evidence

The landlord AH testified that the tenancy started on February 07, 2014. This was a verbal agreement for a month to month tenancy. Rent for this unit is \$650.00 a month due on the 1st of each month.

AH testified that the tenant has been repeatedly late paying rent since July, 2014. The tenant continues to owe rent of \$150.00 for July, August and September to a total

amount of \$450.00 and has not paid any rent for October, November, December, 2014 or January, 2015. The tenant owes a total amount of \$3,050.00. The landlords seek to amend their application for unpaid rent to include January, 2015.

The landlords served the tenant with a One Month Notice to End Tenancy for repeatedly late payment of rent on November 01, 2014. This Notice has an effective date of November 30, 2014. The landlord testifies that the tenant has failed to vacate the rental unit by the effective date of the Notice and has not disputed the Notice. The landlord therefore seeks an Order of Possession effective as soon as possible.

Analysis

When a tenant is served with a One Month Notice to End Tenancy the tenant is provided with information on page two of that Notice about how the tenant can dispute the Notice by filing an application for Dispute Resolution. The landlords have provided a copy of this Notice served upon the tenant on November 01, 2014. As the Notice was served upon the tenant in person it is considered to have been served on that date. The tenant has not disputed the One Month Notice within the 10 allowable days as indicated on page two of the Notice.

Consequently, as the tenant did not file an application to dispute the Notice the tenant is presumed to have accepted the end of the tenancy pursuant to s. 47(5) of the *Act*. The Notice indicates an effective date of November 30, 2014; however, as a Notice must be served on the day before the day that rent is due in order to be effective on the last date of the month and the Notice was not served until the day the rent was due, this extends the effective date of the Notice. The effective date of the Notice is therefore amended to December 31, 2014 pursuant to s. 53 of the *Act*. As this date has since passed the landlords are entitled to an Order of Possession for two days after service upon the tenant pursuant to s. 55 of the *Act*. Furthermore, I am satisfied with the landlords' undisputed testimony that rent has been late or unpaid on more than three occasions since July, 2014.

With regard to the landlord's claim for unpaid rent; I am satisfied with the undisputed testimony before me that the tenant failed to pay all the rent due from July, 2014 to January, 2015. I have allowed the landlords to amend their claim to include unpaid rent for January as the tenant remains in possession of the rental unit and would be aware that rent was due on January 01, 2015. Consequently, I find the landlords have established a claim to recover the amount of **\$3,050.00** from the tenant pursuant to s. 67 of the *Act*.

As the landlords claim has merit I find the landlords are also entitled to recover the **\$50.00** filing fee from the tenant for the cost of this application pursuant to s. 72(1) of the *Act*.

Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlords 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.

For the reasons set out above, I grant the landlord a Monetary Order pursuant to Section 67 and 72(1) of the *Act* in the amount of **\$3,100.00**. This Order must be served on the Respondent and may then be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court if the Respondent fails to comply with the Order.

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: January 26, 2015

Residential Tenancy Branch

