



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery to the Tenant on March 13, 2015. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

It should be noted this hearing is a result of a Direct Request application being adjourned because the information in the Direct Request application was inaccurate. Consequently the Adjudicator adjourned the hearing to a participatory hearing. The information that was unclear in the original application was the address on the tenancy agreement did not match the address on the Landlord's application and the 10 Day Notice to End Tenancy for Unpaid Rent. The correct address was determined at the participatory hearing.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?

Background and Evidence

This tenancy started on December 15, 2014 as a month to month tenancy. Rent is \$450.00 per month payable in advance of the 1st day of each month. The Tenant did not pay a security deposit.

The Landlord said that the Tenant did not pay \$450.00 of rent for January, 2015 when it was due and as a result, on January 19, 2015 she personally delivered a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated January 19, 2015 to the Tenant. The Landlord said the Tenant also has unpaid rent for December, 2014 of \$45.00, and \$450.00 for each month of February, March and April, 2015. The Landlord said the Tenant has a total of \$1,845.00 of unpaid rent.

The Landlord further indicated that the Tenant is living at the rental unit and the Landlord requested an Order of Possession for as soon as possible if their application is successful.

Analysis

Section 46(4) of the Act states that **within 5 days of receiving** a Notice to End Tenancy for Unpaid Rent or Utilities, a Tenant must pay the overdue rent or apply for dispute resolution. If the Tenant fails to do either of these things, then under section 46(5) of the Act, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and they must vacate the rental unit at that time.

Under s. 90 of the Act, the Tenant is deemed to have received the Notice to End Tenancy on the day it is personally service, or on January 19, 2015. Consequently, the Tenant would have had to pay the amount stated on the Notice or apply to dispute that amount no later than January 24, 2015.

I find that the Tenant has not paid the overdue rent and has not applied for dispute resolution. Consequently, I find pursuant to s. 55 of the Act that the Landlord is entitled to an Order of Possession to take effect 48 hours after service of it on the Tenant.

I also find that the Landlord is entitled to recover unpaid rent for December, 2014 in the amount of \$45.00, and \$450.00 for each month of January, February, March and April, 2015 in the amount of \$1,800.00.

As the Landlord has been successful in this matter the Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$1,845.00	
Subtotal:		\$1,845.00
Balance Owing		\$1,845.00

Conclusion

An Order of Possession effective 2 days after service of it on the Tenant and a Monetary Order in the amount of \$1,845.00 have been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: April 15, 2015

Residential Tenancy Branch

