



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR

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 and a monetary Order for unpaid rent.

The Agent for the Landlord stated that on, or about, May 07, 2015 he personally served the Application for Dispute Resolution and the Notice of Hearing to the Tenant. 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.

On May 07, 2015 the Landlord submitted documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Agent for the Landlord stated that he personally served these documents to the Tenant sometime in mid-May of 2015. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act* and they were accepted as evidence for these proceedings.

Issue(s) to be Decided

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

Background and Evidence

The Agent for the Landlord stated that the Tenant and a co-tenant moved into the rental unit in October or November of 2014; that they had an oral tenancy agreement; and that they verbally agreed to pay rent of \$700.00 by the first day of each month.

The Agent for the Landlord stated that co-tenant vacated the rental unit in January of 2015. He stated that he thinks the Tenant moved out of the rental unit on May 24, 2015 or May 25, 2015, although he still wants an Order of Possession for the rental unit.

The Agent for the Landlord stated that the Tenant has not paid rent for any period after January 31, 2015 and that the Landlord is seeking compensation of \$2,100.00 for unpaid rent for February, March, and April of 2015.

The Agent for the Landlord stated on April 09, 2015 he posted a Ten Day Notice to End Tenancy for Unpaid Rent on the door of the rental unit, which had a declared effective date of April 19, 2015.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a verbal tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$700.00 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 has not paid rent for February, March or April of 2015. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Landlord has established that she is entitled to the full amount of her claim of \$2,100.00.

If rent is not paid when it is due, section 46(1) of the *Act* entitles landlords to end the tenancy within ten 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 posted at the rental unit on April 09, 2015.

Section 90 of the *Act* stipulates that a document that is posted on a door is deemed to be received on the third day after it is posted. I therefore find that the Tenant received the Notice to End Tenancy on April 12, 2015.

Section 46(1) of the *Act* stipulates that a 10 Day Notice to End Tenancy is effective ten days after the date that the tenant receives the Notice. As the Tenant is deemed to have received this Notice on April 12, 2015, I find that the earliest effective date of the Notice was April 22, 2015.

Section 53 of the *Act* stipulates that if the effective date stated in a Notice is earlier than the earliest date permitted under the legislation, the effective date is deemed to be the earliest date that complies with the legislation. Therefore, I find that the effective date of this Notice to End Tenancy was April 22, 2015.

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.

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 \$2,100.00, and I grant the Landlord a monetary Order for this amount. In the event 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: June 16, 2015

Residential Tenancy Branch

