



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, OPR

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about May 1, 2012. The parties did not sign a tenancy agreement but had a verbal one in place. Rent in the amount of \$1400.00 is payable in advance on the first day of each month. The landlord stated that they became good friends with the tenants. The landlords stated that the tenants had gone through tough financial times and that they were working with them to help them catch up. The landlords stated that the tenants made partial payments but the debt has become so large they decided that they could no longer help the tenants. The landlord served the tenant with a notice to end tenancy on July 16, 2015. The tenant further failed to pay rent in the month(s) of August. The landlords stated that as of today's hearing the

amount of unpaid rent is \$45,900.00. The landlords stated that they are aware that the Branch can only award up to a maximum of \$25000.00 for a monetary order and are prepared to proceed on that basis.

The tenant gave the following testimony:

The tenant stated that she acknowledges that there is a debt and that she has to move out. The tenant stated that she is unable to confirm or dispute the amount as sought by the landlords as her estranged husband dealt with all tenancy issues. The tenant stated that she did her best to pay as much as she could but was unable to catch up. The tenant stated that much of the debt is due to her estranged husband leaving her and not paying his share.

Analysis

The landlords provided a signed acknowledgment from the tenant of rental arrears as part of their documentary evidence. The tenant was unable to dispute that she had signed the form and the amount as sought by the landlord. I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts, the tenants' acknowledgment of unpaid rent and the lack of any disputing evidence from the tenant, I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the landlord has established a claim for the maximum amount under the Residential Tenancy Act of \$25000.00. I grant the landlord an order under section 67 for the balance due of \$25000.00 including the filing fee. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$25000.00.

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: August 21, 2015

Residential Tenancy Branch

