



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. The hearing was conducted by conference call. The landlord and the named tenant called in and participated in the hearing..

Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Background and Evidence

The rental unit is a house on rural land in Maple Ridge. The tenancy began in 2011. The monthly rent is \$1,250.00 and the tenants paid a security deposit of \$625.00 at the commencement of the tenancy. The landlord, a society, purchased the property from the original owner, Ms. K.C. in May, 2014. The tenants paid rent to the new owner from May, 2014 until September, 2014. The landlord testified that no rent has been paid since then. The tenants have been served with several Notices to End Tenancy for unpaid rent. The latest Notice was personally served to each tenant on September 20, 2015.. The Notice claimed that the tenants failed to pay rent in the amount of \$5,000.00 that was due on September 1, 2015. The Notice to End Tenancy required the tenants to move out of the rental unit by September 30, 2015. The actual amount of rent owed by the tenants exceeded the amount stated in the Notice to End Tenancy. The landlord testified that the tenants have paid no rent since the Notice to End Tenancy was served and they have not moved out of the rental unit.

At the hearing the tenant acknowledged that he was served with the 10 day Notice to End Tenancy. He said that he did not know that he needed to file an application for dispute resolution if he intended to dispute the Notice. The tenant claimed that the new owners of the rental unit have refused to accept rent payments from him and that is why the rent has been unpaid for more than a year. The tenant claimed that the former

manager of the property offered him a payment of \$3,000.00 to move and then withdrew the offer. The tenant has not provided any documentary evidence to support his testimony.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenants must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenants do neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

Order of Possession - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$5,000.00, being only a portion of the outstanding rent due since September, 2014.. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$5,050.00. I order that the landlord retain the deposit and interest of \$625.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4,425.00. This order may be filed in the 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: December 01, 2015

Residential Tenancy Branch

