



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cosh Investments Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenants were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed facts: The tenancy began on August 1, 2000. Rent of \$671.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$287.50 as a security deposit from the Tenants. The Tenant owed rental arrears and on September 1, 2015 the Landlord personally served the Tenants with a 10 day notice to end tenancy for unpaid rent (the "Notice"). The Tenants have not made an application for dispute resolution to dispute the Notice. The Tenants paid \$500.00 to the Landlord in January 2016 and continues to owe rental arrears of \$6,005.00 to date. The Tenants have not moved out of the unit.

The Landlord claims **\$6,005.00** and an order of possession. The Tenants states that they are on limited financial means and ask for more time to move out of the unit.

Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent (the "Notice") the tenant 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 the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

As the Notice was not disputed by the Tenants I find that the Notice is valid and that the Tenants are required to move out of the unit. The Landlord is entitled to an order of possession. Considering the Tenant's evidence of payment made to the Landlord in January 2016 I make this order of possession effective 1:00 p.m. on January 15, 2016. I also find that the Landlord has established a monetary claim for **\$6,005.00** in unpaid rent. The Landlord is entitled to recovery of the \$100.00 filing fee for a total monetary amount of **\$6,105.00**. Deducting the security deposit of \$287.50 plus interest of \$21.70 from the entitlement leaves **\$5,795.80** owed by the Tenants to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. on January 15, 2015.

I order that the Landlord retain the **deposit** and interest of \$309.20 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$5,795.80**. If necessary, 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: January 05, 2016

Residential Tenancy Branch

