



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute codes OP MNR MNSD FF

### Introduction

This hearing dealt with (a) an application by the landlord for an order of possession and a monetary order; and (b) an application by the tenant for an order allowing more time to make an application to cancel a Notice to End Tenancy and an order cancelling the landlord's 10 Day Notice to End Tenancy dated October 6, 2015. The landlord has also requested recovery of the filing fee for this application. The hearing was conducted by conference call. Both parties attended the hearing and had an opportunity to be heard.

### Issues

Are the parties entitled to the requested orders?

### Background and Evidence

This tenancy began on August 15, 2015. The rent is \$950.00 due in advance on the first day of each month. The tenant did not pay rent for October when it was due. On October 6, 2015 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent. The tenant disputed the Notice by filing an application for Dispute resolution on November 3, 2015. The tenant did not pay the full amount of rent owing for October within five days of receiving the Notice but did ultimately pay \$750.00 for October which was \$200 short of the rent owed. The tenant has not paid any rent for November, December or January.

### Analysis

#### Landlord's Claim

Order of Possession - Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent 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.

In the present case the tenant did dispute the Notice but did not do so within the required time limit of five days. However, even if the tenant had filed her dispute within that time limit, the tenant still had not paid the full amount of the rent indicated on the October 6 Notice. The tenant then continued to live in the rental unit but paid no rent for November, December and January.

As a result, I am satisfied that the landlord is entitled to an order of possession based on the October 6, 2015 Notice to End Tenancy

Monetary Order – The landlord has made a total monetary claim of \$2100.00 comprised of unpaid rent for October (\$200.00), November (\$950.00) and December (\$950.00). The landlord is not requesting rent for January.

I am satisfied based on the facts before me that the landlord has established a claim for the unpaid rent as stated above.

#### Tenant's Claim

Extension of Time/Order to Cancel Notice – As I have already made an order relating to the Notice above, the issues of a time extension for dispute and an order cancelling the Notice are no longer active issues. I have found that the Notice was valid and that even though the tenant disputed the Notice, she did not pay the rent as required.

#### Conclusion

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.

I find that the landlord has established a total monetary claim of \$2100.00 for outstanding rent. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2150.00. I order that the tenant pay this amount to the landlord. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant's application is dismissed.

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 06, 2016

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Residential Tenancy Branch

