



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Boundary Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the following relevant documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on May 1, 2012 for a month to month tenancy beginning on June 1, 2012 for the monthly rent of \$880.00 due on the 1st of each month and a security deposit of \$440.00 was paid;
- A copy of a tenant ledger recording the failure to pay rent in full for the months of May 1, 2015 until January 1, 2016; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on December 7, 2015 with an effective vacancy date of December 17, 2015 due to \$1,053.00 in unpaid rent.

The parties agree the tenant failed to pay the full rent owed for the months outlined in the tenant ledger submitted by the landlord and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent when it to the rental unit door on December 7, 2015.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant confirmed did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The parties agreed a payment was made by the tenant on January 21, 2016 but they disagreed about the amount of that payment. The parties did agree that the current arrears total \$2,363.00.

Analysis

Based on the testimony of both parties and the landlords documentary evidence I accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice was received by the tenant on December 7, 2015 and the effective date of the notice was December 17, 2015. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing, I find the tenant is conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,413.00** comprised of \$2,363.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$440.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,973.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: February 03, 2016

Residential Tenancy Branch

