



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This was a hearing with respect to the landlord's application for an order of possession and a monetary order. The landlord's application was submitted as an application for dispute resolution by direct request to proceed without the need for an oral hearing, but due to an ambiguity in the tenancy agreement with respect to the date that rent is payable and on February 26, 2016 an adjudicator decided that the proceeding should be reconvened as a participatory hearing to be conducted by conference call. The landlord testified that the tenant was personally served with the decision and notice of the reconvened hearing immediately after the landlord received the February 26, 2016 decision and Notice of Hearing. Based on the February 26, 2016 interim decision and the landlord's sworn testimony I accept that the tenant has been served with the original application and notice of the reconvened hearing.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary award for unpaid rent and if so, in what amount?

### Background and Evidence

The rental unit is a basement suite in the landlord's house in Chilliwack. This tenancy began on December 9, 2015. According to the tenancy agreement the rent is \$650 due on welfare day of each month. The landlord said that the rent is expected to be paid on the 20<sup>th</sup> of each month. The tenant paid the sum of \$500.00 when the tenancy started. She did not pay a security deposit. Apart from the initial \$500.00 payment, the tenant has paid no rent since the tenancy began. On January 21, 2016 the landlord personally served the tenant with a Notice to End Tenancy for non-payment of rent. The Notice to End Tenancy was served upon the tenant at the rental unit in the presence of two witnesses. The tenant has not applied to dispute the Notice to End Tenancy. She has paid no rent since December, 2015 and she continues to occupy the rental unit. The

landlord said there have been police attendances at the rental property and written complaints from neighbours of disturbances at the rental unit.

### Analysis

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. If, as in the present case, 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.

### 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* – in the application for dispute resolution filed February 18, 2016 the landlord claimed unpaid rent for December and January. Since then rent has accrued for February and March and the tenant has continued to occupy the rental unit. I allow the landlord to amend the application to claim rent for two additional months. I find that the landlord has established a total monetary claim of \$2,100.00 for the outstanding rent for December to March inclusive. Because this proceeding originated as a direct request I do not award a filing fee for this application. I grant the landlord an order under section 67 in the amount of \$2,100.00. 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: April 20, 2016

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Residential Tenancy Branch