



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

MNR OPR

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, submitted to the Residential Tenancy Branch on May 16, 2016 (the "Application").

The Landlord has applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"): an order of possession for unpaid rent; a monetary order for unpaid rent.

The Landlord was represented at the hearing by J.N. and A.L. The Tenant attended the hearing on his own behalf. All parties who gave oral testimony provided their solemn affirmation.

The Landlord submitted documentary evidence in support of service of the Landlord's Application and the Landlord's documentary evidence by registered mail on June 13, 2016. The Tenant acknowledged receipt of both.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Landlord's agent is incorrectly named as the Landlord in the Application. The correct Landlord is a corporate entity. Pursuant to section 64 of the *Act*, and with the agreement of the parties, I amend the Landlord's Application to reflect the name of the corporate Landlord.

### Issues to be Decided

1. Is the Landlord entitled to an order of possession for unpaid rent?
2. Is the Landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The Landlord submitted into evidence a copy of the tenancy agreement between the parties. It confirms the tenancy commenced on February 1, 2014. Currently, rent in the amount of \$1,439.69 is due and payable on or before the first calendar day of each month. The Tenant paid a security deposit of \$682.50 at the beginning of the tenancy.

The Landlord provided oral testimony confirming rent has not been paid in full for the months of April, May and June 2016, and that the Tenant continues to occupy the rental unit. The Landlord testified the Tenant currently owes \$2,819.07 in unpaid rent, which has been calculated as follows:

April rent:	\$1,439.69
May rent:	\$1,439.69
June rent:	\$1,439.69
<i>LESS payment received:</i>	<i>(\$1,500.00)</i>
<b>TOTAL:</b>	<b>\$2,819.07</b>

As a result of the outstanding amounts described above, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated April 7, 2016 (the "10 Day Notice"). The Landlord's documentary evidence indicates the 10 Day Notice was served on the Tenant on that date by posting a copy to his door.

The Tenant acknowledged rent has not been paid as claimed by the Landlord, and that he continues to occupy the rental unit. He says he has recently had some financial difficulties, but wishes to remain in the rental unit.

### Analysis

Based on the affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

The Landlord provided documentary evidence confirming service of the 10 Day Notice on the Tenant by posting a copy on the Tenant's door on April 7, 2016. The Tenant acknowledged receipt of the 10 Day Notice a couple of days later, but could not recall the specific date.

Pursuant to section 46 of the *Act*, a tenant who receives a notice to end tenancy and wishes to dispute it has 5 days to either pay rent or file an application for dispute resolution. When a tenant receives a notice to end tenancy under this provision and does not pay rent or file an application for dispute resolution, the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice.

The Tenant did not pay rent or file an application for dispute resolution in the applicable time period. Accordingly, I find the Tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the 10 Day Notice.

I find the Landlord is entitled to an order of possession, which will be effective two (2) days after service upon the Tenant.

In addition, section 67 of the *Act* permits me to order a party to pay compensation for damage or loss to the other for failing to comply with the *Act*, the regulations or a tenancy agreement.

I find the Landlord has established a total monetary claim for unpaid rent in the amount of \$2,819.07. Accordingly, I grant the Landlord a monetary order in that amount.

### Conclusion

I grant the Landlords an order of possession, which will be effective two (2) days after service on the Tenant. This Order may be filed in and enforced as an order of the Supreme Court of British Columbia.

In addition, I grant the Landlords a monetary order in the amount of \$2,819.07. This Order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: June 29, 2016

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Residential Tenancy Branch