



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, OPR, MNR, MND, O, FF

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for damage, for "other", and to recover the fee for filing this Application for Dispute Resolution. At the outset of the hearing the Agent for the Landlord withdrew the claim for compensation for damage to the rental unit.

The Agent for the Landlord stated that on May 12, 2016 the Application for Dispute Resolution, the Notice of Hearing and a copy of the Ten Day Notice to End Tenancy were personally served to the Tenant. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a Notice to End Tenancy for Unpaid Rent and to recover the fee for filing this Application for Dispute Resolution. The Agent for the Landlord stated that the Landlord received a copy of the Tenant's Application for Dispute Resolution.

Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began in June of 2014;
- the Tenant agreed to pay monthly rent of \$650.00 by the first day of each month;
- the Tenant only paid \$300.00 in rent for March of 2016;
- the Tenant did not pay any rent in April or May of 2016;
- on June 02, 2016 or June 03, 2016 the Tenant paid \$700.00 in rent;
- the Landlord personally served the Tenant with a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of May 16, 2016; and
- the Ten Day Notice to End Tenancy declared that the Tenant owed \$1,650.00 in unpaid rent.

The Landlord claimed compensation for unpaid rent from March, April, and May of 2016 but is now only seeking compensation for unpaid rent from April and May.

Analysis

On the basis of the undisputed evidence, I find that:

- the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$650.00 by the first day of each month;
- on May 06, 2016 the Tenant's rent was in arrears by \$1,650.00;

- the Tenant paid \$700.00 in rent on June 02, 2016 or June 03, 2016; and
- after applying the \$700.00 payment made in June to the rental arrears the Tenant still owes \$950.00 in rent for April and May of 2016.

Section 46(1) of the *Act* entitles landlords to end a tenancy in ten days, by providing proper written notice, if rent is not paid when it is due. On the basis of the undisputed evidence I find that on May 06, 2016 the Tenant was personally served with a Ten Day Notice to End Tenancy, served pursuant to section 46 of the *Act*.

As the Tenant owed rent on May 06, 2016, the Tenant still owes rent for April and May of 2016 and on May 06, 2016 the Tenant was served with a Ten Day Notice to End Tenancy that appears to comply with section 52 of the *Act*, I dismiss the Tenant's application to cancel this Notice. I find that the Landlord has established grounds to end the tenancy pursuant to section 46(1) of the *Act* and that the Landlord is entitled to an Order of Possession.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Tenant's application to cancel a Ten Day Notice to End Tenancy is dismissed.

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$1,050.00, which includes \$950.00 in unpaid rent and \$100.00 in compensation for the fee paid to file an Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for \$1,050.00. In the event the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: June 09, 2016

Residential Tenancy Branch