



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute codes OPR MNR

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for unpaid rent and utilities pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenant confirmed service of the application for dispute resolution, including the notice of hearing and evidence on file.

### Issues

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent?

### Background and Evidence

A written tenancy agreement was entered into and signed by the parties on October 13, 2014. A copy of the written agreement was provided on file. The tenancy began on November 1, 2014 with a monthly rent of \$700.00 payable on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$350.00 at the start of the tenancy which the landlord continues to hold.

The landlord's claim is for outstanding rent in the amount of \$660.00. The landlord testified that the tenant receives assistance in the amount of \$590.00 per month and is responsible for the remaining \$110.00 per month. The tenant has failed to pay this \$110.00 per month for the months of November 2015 to April 2016.

The tenant agreed to the amount of outstanding rent as claimed by the landlord.

The landlord testified that on April 11, 2016 he served the tenant with the 10 day Notice to End Tenancy for unpaid rent or utilities by posting a copy to the door of the rental premises. A witnessed proof of service of this Notice was provided with the application.

The tenant acknowledged service of the 10 day Notice and that he did not pay the full amount of the arrears indicated, within five days, of receiving the Notice.

### Analysis

I am satisfied that the tenant was deemed served with the 10 day Notice to End Tenancy on April 14, 2016, three days after its posting, pursuant to sections 88 & 90 of the Act.

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, April 25, 2016.

I accept the landlord's claim for outstanding rent of \$660.00.

The landlord continues to hold a security deposit of \$350.00. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award.

Therefore, I find that the landlord is entitled to an Order of Possession and a Monetary Order in the amount of \$310.00. The landlord agreed to extend the effective date of the Order of Possession to June 21, 2016.

### Conclusion

I grant an **Order of Possession** to the landlord effective **1:00 p.m. on Tuesday, June 21, 2016**. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act*, I grant the landlord a **Monetary Order in the amount of \$310.00**. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 13, 2016

---

Residential Tenancy Branch