



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the “hearing package”) by personal delivery on May 26, 2016. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties represented.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?

Background and Evidence

This tenancy started on July 1, 2015 as a month to month tenancy. Rent is \$650.00 per month payable on the 1st day of each month. The Landlord said they made a verbal agreement to reduce the rent to \$600.00 per month. The Tenant paid a security deposit of \$325.00 on July 1, 2015.

The Landlord said that the Tenant did not pay \$600.00 of rent for May, 2016 when it was due and as a result, on May 7, 2016 he personally delivered a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated May 7, 2016 to the Tenant. The Landlord said the Tenant has unpaid rent for June, 2016 of \$600.00 as well.

The Landlord further indicated that the Tenant is living at the rental unit and the Landlord wants to end the tenancy due to unpaid rent.

The Tenant's agent said the Tenant does not dispute the unpaid rent amounts but the Tenant is asking to stay in the unit until the end of June, 2016 when he is moving into an assisted living rental unit. The Tenant's agent said they may be able to help the Tenant with the unpaid rent but it would not be the full amount.

The Landlord said if the rent was paid he would let the Tenant stay until the end of June, 2016.

Analysis

Section 46(4) of the Act states that **within 5 days of receiving** a Notice to End Tenancy for Unpaid Rent or Utilities, a Tenant must pay the overdue rent or apply for dispute resolution. If the Tenant fails to do either of these things, then under section 46(5) of the Act, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and they must vacate the rental unit at that time.

Under s. 90 of the Act, the Tenant is deemed to have received the Notice to End Tenancy the day it is serviced to him or on May 7, 2016. Consequently, the Tenant would have had to pay the amount stated on the Notice or apply to dispute that amount no later than May 12, 2016.

I find that the Tenant has not paid the overdue rent and has not applied for dispute resolution. Consequently, I find pursuant to s. 55 of the Act that the Landlord is entitled to an Order of Possession to take effect 48 hours after service of it on the Tenant.

I also find that the Landlord is entitled to recover unpaid rent for May, 2016 and June, 2016, in the amount of \$1,200.00.

As the Landlord has been successful in this matter the Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$1,200.00	
Subtotal:		\$1,200.00
Balance Owing		\$1,200.00

Conclusion

An Order of Possession effective 2 days after service of it on the Tenant and a Monetary Order in the amount of \$1,200.00 have been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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