



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GRAMERCY ENTERPRISES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes mnr, opr, ff

Introduction

The tenant applies for an order cancelling a 10 day Notice to End Tenancy (for unpaid rent). The landlord applies for an Order of Possession, a Monetary Order for unpaid rent and the landlord's filing fee, and to retain the tenant's security deposit.

The landlord's representative attended the conference call hearing, but the tenant did not attend. I accept that the tenant was personally served with the Application for Dispute resolution hearing package, satisfying the provisions of Section 89(1) of the Residential Tenancy Act. I also find that the most recent 10 Day Notice To End Tenancy was served to the tenant on April 29, 2016.

Issues to Be Decided

- Is the 10 day Notice to End Tenancy dated April 29, 2016 effective to end this tenancy, and entitle the landlord to an Order of Possession?
- Is there rent money due and payable by the tenant to the landlord?
- Is the landlord entitled to recover the filing fee from the tenant?

Background and Evidence

This tenancy began October 1, 2015. Monthly rent is \$1,800.00 payable on the first day of each month, and parking is \$100.00 per month. No security deposit was paid. No rent has ever been paid. The tenant has given cheques, but none of these have ever cleared. As of the date of the hearing, the arrears total \$18,970.00.

Analysis

Section 26(1) of the Residential Tenancy Act requires that a tenant must pay rent when it is due under the tenancy agreement. When the rent was not paid, the landlord was entitled pursuant to section 46 of the Residential Tenancy Act to serve the 10 day notice ending this tenancy. Upon receipt of that notice, the tenant should have paid the rental arrears within the required 5 day period, in order to have the tenancy continue. The tenant failed to do so. No dispute of the Notice was ever filed.

The notice is therefore found effective to end this tenancy, and the landlord has established a right to possession. Pursuant to Section 55 of the Residential Tenancy Act, I issue an Order of Possession, effective 48 hours following service upon the tenant. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

I order that the tenant pay the landlord the sum of \$18,970.00, representing the arrears due, plus \$100.00 as recovery of the landlord's filing fee, for a total of \$19,070.00.

Conclusion

This tenancy has ended, and pursuant to Section 55 of the Residential Tenancy Act, I issue an Order of Possession, effective 48 hours following service upon the tenant.

The landlord is awarded \$19,070.00, which must be paid immediately by the tenant to the landlord.

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