



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JAFFRI INVESTMENTS INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

On June 14, 2016, the Landlord submitted an Application for Dispute Resolution for an order of possession; a monetary order for unpaid rent; and to recover the cost of the filing fee. The matter was set for a conference call hearing. The Landlord and Tenant attended the hearing. The Landlord and Tenant were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

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.

### Issues to be Decided

Is the Landlord entitled to an order of possession for unpaid rent?  
Is the Landlord entitled to a monetary order for unpaid rent?  
Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The parties testified that the tenancy began in February 2015, as a month to month tenancy. Rent in the amount of \$1,100.00 is payable on the 15th of each month. The Tenant did not pay a security deposit or pet deposit.

The Landlord testified that the Tenant has not paid rent since November 2015. The Landlord testified that he issued the Tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 1, 2016 (the Notice). The Notice indicates the Tenant owes the Landlord \$6,600.00 for unpaid rent.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

Neither the Landlord nor Tenant provided a copy of the Notice as evidence. The Tenant testified that he received proper Notice that was in the correct form and was signed and dated by the Landlord. The Tenant stated that he does not contest the validity of the Notice.

The Landlord testified that the Tenant owes \$8,800.00 in rent for the following months:

- December 2015, in the amount of \$1,100.00
- January 2016, in the amount of \$1,100.00
- February 2016, in the amount of \$1,100.00
- March 2016, in the amount of \$1,100.00
- April 2016, in the amount of \$1,100.00
- May 2016, in the amount of \$1,100.00
- June 2016, in the amount of \$1,100.00
- July 2016, in the amount of \$1,100.00

The Tenant testified that he received the Notice on June 1, 2016. He did not dispute the Notice and he testified that he agrees with the Landlord that he did not pay the rent. The Tenant testified that he does not have the money to pay the rent.

The Tenant testified that he has not paid the rent since November 2015, and he agrees that he owes the Landlord \$8,800.00 for unpaid rent.

### Analysis

Based on the evidence before me, and the testimony of the parties, and on a balance of probabilities, I find that the Tenant has not paid the outstanding rent within five days of receiving the Notice, and did not apply to dispute the Notice, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended 10 days after receiving the Notice.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective two days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

I find that the Tenant has not paid rent for the eight months listed above and owes the Landlord \$8,800.00 for unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to pay the Landlord the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$8,900.00 comprised of \$8,800.00 in unpaid rent and the \$100.00 fee paid by the Landlord for this hearing. I grant the Landlord a monetary order in the amount of \$8,900.00. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Tenant failed to pay the rent and did dispute the Notice.

The Landlord is granted an order of possession effective two days after service on the Tenant and a monetary order in the amount of \$8,900.00.

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: July 21, 2016

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Residential Tenancy Branch