



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sabz Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, OPC, OPL, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. Although served with the Application for Dispute Resolution and Notice of Hearing by personal service on July 11, 2016 the tenant did not appear.

Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, on what terms?
- Is the landlord entitled to a monetary order and, if so, in what amount?

Background and Evidence

The tenancy commenced February 1, 2012. The monthly rent is due on the first day of the month. The tenant paid a security deposit of \$400.00.

On June 23, 2016 the landlord issued and served the tenant with a 10 Day Notice to End Tenancy for Non-Payment of Rent, a 1 Month Notice to End Tenancy for Cause, and a 2 Month Notice to End Tenancy for Landlord's Use. At the time the notices were served the arrears of rent were \$1200.00.

The 10 Day Notice to End Tenancy for Non-Payment of Rent includes information advising the tenant that the notice is cancelled if the tenant paid the arrears of rent within five days. It also advises that the tenant has five days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch.

The landlord testified that the tenant did not dispute the 10 Day Notice to End Tenancy but he did pay \$800.00 towards the arrears. This left the arrears of rent at \$400.00. The tenant has not paid the July rent and as of the date of the hearing the arrears total \$1200.00.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the *Residential Tenancy Act* to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an order of possession effective two days after service on the tenant.

Although the tenant was served with a 2 Month Notice to End Tenancy with an effective date of August 31, 2016, that effective date, and the one month of free rent that a tenant served with such a notice is entitled to, is contingent upon the tenancy remaining in good standing. This tenancy ended on July 3, 2016 as the tenant did not pay the arrears of rent in full within the five day period.

I find that the landlord has established a total monetary claim of \$1300.00 comprised of arrears of rent of \$1200.00 and the \$100.00 fee paid by the landlord for this application. I order that the landlord retain the deposit of \$400.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$900.00.

Conclusion

- a. An order of possession effective two days after service on the tenant has been granted. If necessary, this order may be filed in the Supreme Court and enforced as an order of that Court.
- b. A monetary order in favour of the landlord in the amount of \$900.00 has been granted. If necessary, it may be filed in the Provincial Court (Small Claims) 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: July 29, 2016

Residential Tenancy Branch