



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

On June 3, 2016, the Landlord submitted an Application for Dispute Resolution for an order of possession; for a monetary order for unpaid rent or utilities; and to recover the cost of the filing fee.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served with the Notice of Hearing by registered mail on June 10, 2016. The Landlord provided the registered mail tracking number and documentary evidence of the registered mail receipt as proof of service. I find that the Tenant has been duly served with the Notice of Hearing in accordance with the Act.

The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

### Preliminary and Procedural Issues

The Landlord asked to amend the Application to include the name Vancouver Native Housing Society as the Landlord. The Landlord's request is granted and the Application is amended.

### Issues to be Decided

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

### Background and Evidence

The Landlord testified that the tenancy began on February 21, 2003, as a month to month tenancy. Rent in the amount of \$510.00 is payable on the first of each month. The Tenant paid the Landlord a security deposit of \$402.50.

The Landlord testified that the Tenant did not pay any rent for the months of March 2016, April 2016, May 2016, June 2016, and July 2016. The Landlord testified that the Ministry stopped sending the Landlord the rent payments in March 2016. The Landlord testified that the Tenant called the Landlord in February 2016, to say he could not pay

the rent and that he would try to make arrangements to pay, but the Tenant did not pay the rent.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated May 27, 2016, ("the Notice") on May 27, 2016. The Landlord testified that the Tenant was served with the Notice by posting it on the Tenant's door. The Landlord testified that the Notice was posted by an agent of the Landlord, C.K. and was witnessed by the building manager.

The Notice states that the Tenant has failed to pay rent in the amount of \$1,555.00 which was due on May 1, 2016. The Notice states that the Tenant must move out or vacate the site by June 6, 2016. 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.

There is no evidence before me that that the Tenant made an application to dispute the Notice. The Landlord testified that the Tenant did not pay the outstanding rent.

The Landlord testified that the Tenant owes rent money for the following months:

- March 2016, in the amount of \$510.00
- April 2016, in the amount of \$510.00
- May 2016, in the amount of \$510.00
- June 2016, in the amount of \$510.00
- July 2016, in the amount of 510.00

The Landlord seeks an order of possession and a monetary order for unpaid rent in the amount of \$2,550.00

### Analysis

Based on the evidence before me, the testimony of the Landlord, 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 on the effective date of 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 owes the Landlord \$2,040.00 for unpaid rent. The Landlord also testified that the rent for July 2016, has not been paid. The Tenant knows that he is

responsible to pay the rent, and therefore I allow the Landlord's claim to be amended to include the claim for \$510.00 for July 2016 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 repay 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 \$2,650.00 comprised of \$2,550.00 in unpaid rent for the above mentioned dates and the \$100.00 fee paid by the Landlord for this hearing. I find that the Landlord is entitled to a monetary order in the amount of \$2,650.00. This monetary 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 not file to dispute the Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective 2 days after service on the Tenant and I grant a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$2,650.00.

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 12, 2016

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Residential Tenancy Branch