



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

On June 16, 2016, the Landlord submitted an Application for Dispute Resolution for an order of possession, and for a monetary order for unpaid rent or utilities. The matter was set for a conference call hearing.

The Landlord attended the teleconference hearing; however, the Tenants did not. The Landlord provided affirmed testimony that the Notice of Hearing was served to the Tenants on July 5, 2016, using Canada Post registered mail. The Landlord provided the registered mail tracking numbers as proof of service. I find that the Tenants have been duly served with the Notice of Hearing in accordance with the *Residential Tenancy Act* (the *Act*).

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

### 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?

### Background and Evidence

The Landlord testified that he purchased the residential property on April 18, 2016, and the Tenants were already living in the rental unit. The Landlord testified that rent in the amount of \$1,200.00 is payable on the first of each month. The Tenants paid the original Landlord a security deposit of \$600.00. The Landlord testified that there is no written tenancy agreement that he is aware of.

The Landlord testified that after he purchased the property he met with the Tenants to discuss the tenancy. The Landlord testified that the Tenants had not paid the rent for April 2016. The Landlord testified that the Tenants promised to pay the outstanding rent the next week but they did not pay him.

The Landlord testified that the Tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated May 30, 2016, ("the Notice") on May 30, 2016. The Landlord testified that the Tenant was served with the Notice by placing a copy of the Notice in the Tenant's mailbox.

The Notice states that the Tenants have failed to pay rent in the amount of \$3,600.00 which was due on May 1, 2016. The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenants had five days to dispute the Notice.

There is no evidence before me that that the Tenants made an application to dispute the Notice.

The Landlord testified that the Tenants have not paid any money to him since the Notice was issued.

The Landlord testified that the Tenants owe rent money for the following months:

- April 2016, in the amount of \$1,200.00
- May 2016, in the amount of \$1,200.00
- June 2016, in the amount of \$1,200.00
- July 2016, in the amount of \$1,200.00

The Landlord seeks an order of possession and a monetary order for unpaid rent in the amount of \$4,800.00.

### Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenants have not paid the outstanding rent within five days of receiving the Notice, and did not apply to dispute the Notice, and are 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 Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

I find that the Tenants owe the Landlord \$4,800.00 for unpaid rent.

I allowed the Landlord to amend his claim to include \$1,200.00 for July 2016, rent. The Tenants know they are responsible to pay the rent and the Landlord has suffered a loss of rent for July 2016.

I find that the Landlord has established a total monetary claim of \$4,800.00 in unpaid rent for the above mentioned dates. I grant the Landlord a monetary order in the amount of \$4,800.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

### Conclusion

The Tenants failed to pay the rent and did not file to dispute the Notice.

The Landlord is granted an order of possession effective 2 days after service on the Tenants and I grant the Landlord a monetary order for the unpaid rent in the amount of \$4,800.00.

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 20, 2016

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Residential Tenancy Branch