



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing and were given opportunity to present all relevant evidence and testimony in respect to the application and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties were also provided with opportunity to mutually resolve their dispute to no avail.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began in 2010 and is a tenancy in which the payable rent is subsidized geared to income and has fluctuated over the length of the tenancy to date. Rent is payable in advance on the first day of each month. The tenant failed to pay all rent payable in the 6 month course prior to this hearing and on June 17, 2016 the landlord served the tenant with a notice to end tenancy for non-payment of rent owed to June 01, 2016. The tenant further failed to pay all rent in the month of July 2016. Despite accepting rent for *use and occupancy only* for the month of August 2016 in the required

monthly payable amount, the outstanding quantum of the landlord's monetary claim is for the outstanding rent arrears to this date in the amount of \$3242.00.

Analysis

Based on the landlord's document evidence and testimony of both parties I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed 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**.

I also find that the landlord has established a monetary claim for unpaid rent in the claimed amount of \$3242.00. The landlord is also entitled to recovery of the \$100.00 filing fee, for a total entitlement of **\$3342.00**.

The parties were both apprised that it remains available to them to mutually resolve their dispute, but that in the absence of such mutual agreement this Decision is final and binding and in all relevant parts is enforceable.

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I grant the landlord an Order under Section 67 of the Act for the amount of **\$3342.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: August 29, 2016

Residential Tenancy Branch

