



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Asia Pacific Investors Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNR, OPR

Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, requesting a Monetary Order for the outstanding rent, and requesting recovery of the \$100.00 filing fee.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issues are whether or not the applicant has the right to an Order of Possession, and whether or not the applicant has established a monetary claim against the respondents, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on April 4, 2016 with a monthly rent of \$500.00, due on the fifth of each month.

The landlord testified that the tenants failed to pay the July 2016 rent and therefore on July 6, 2016, a 10 day a Notice to End Tenancy was posted on the tenant's door.

The landlord further testified that the tenants failed to comply with that 10 day Notice to End Tenancy, and have failed to pay any further rent, and therefore, as of today's date, the rent is outstanding for the months of July 2016, August 2016, and September 2016, for a total of \$1500.00.

The landlord therefore stated that they are requesting an Order of Possession for as soon as possible, and a Monetary Order for the outstanding rent and recovery of their filing fee.

The tenant testified that they have not paid rent for the months of July 2016, August 2016, and September 2016; however he stated the reason he has not paid the rent is because he had to give up his job due to a back injury.

The tenant further testified that the reason they have not vacated the rental unit is because they have been unable to find another place to rent.

Analysis

Under section 46 of the Residential Tenancy Act the landlord has the right to end a tenancy if the tenant fails to pay the rent, by serving a 10 day notice on the tenants.

In this case the tenants failed to pay the July 2016 rent, and therefore the landlord did serve the tenants with a valid 10 day Notice to End Tenancy, and since the tenants did not pay the outstanding rent, the tenants were required to vacate the rental unit.

It is my decision therefore that, since the tenants have failed to comply with the Notice to End Tenancy, the landlord does have the right to an Order of Possession.

It is also my decision that the tenants must pay the \$1500.00 rent that is presently outstanding, as they have failed to vacate the rental unit, and therefore they should reasonably have anticipated that further rent would be due, if they continued to occupy the rental unit without paying any rent.

Having allowed the landlords full claim, I also Order recovery of the \$100.00 filing fee.

Conclusion

Pursuant to section 55 of the Residential Tenancy Act, I have issued an Order of Possession that is enforceable two days after service on the tenants.

Pursuant to sections 67 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$1600.00.

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: September 14, 2016

Residential Tenancy Branch

