



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF (Landlord's Application filed July 21, 2016)
OPR, ET (Landlord's Application filed July 22, 2016)

Introduction and Preliminary Matter

This hearing convened as two Applications for Dispute Resolution filed by the same Landlord on July 21 and 22, 2016 respectively. In the first application the Landlord sought an Order of Possession and a Monetary Order based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on July 10, 2016 (the "Notice"). In the second application, the Landlord also sought an Order of Possession based on the Notice as well as an Early End of Tenancy pursuant to section 56(1).

Only the Landlord appeared at the hearing. He confirmed that his second application was not served on the Tenant as he did not realize at the time of filing that he had already claimed an Order of Possession in his first application. Accordingly, I dismiss the Landlord's second application for dispute resolution.

The Landlord testified that he served the first Application on the Tenant by registered mail sent on July 26, 2016. The registered mail tracking number is provided on the cover page of this my decision. Pursuant to section 90 of the *Residential Tenancy Act*, documents served in that manner are deemed served five days later. Accordingly, I find the Tenant was served as of July 31, 2016 and I proceeded with the hearing in her absence.

Issues to be Decided

1. Is the Landlord entitled to an Order of Possession?
2. Is the Landlord entitled to monetary compensation for unpaid rent and recovery of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began January 1, 2015. Monthly rent was payable in the amount of \$900.00.

The Tenant failed to pay rent for July 2016 and in response the Landlord issued the Notice on July 10, 2016 noting that the amount of \$900.00 was due as of July 1, 2016.

The Landlord testified that the Notice was posted to the rental unit door on July 10, 2016; filed in evidence was a copy of the Proof of Service confirming same. Pursuant to section 90 of the *Act*, documents served in this manner are deemed served three days later. Accordingly, I find the Tenant was served as of July 13, 2016. The Notice informed the Tenant that she had five days in which to pay the rent in full or make an application for dispute resolution.

The Landlord confirmed the Tenant failed to pay the rent in full and failed to apply to dispute the Notice within the five days required by section 46 of the *Residential Tenancy Act*. The Landlord also testified that the Tenant failed to pay rent for August 2016 or September 2016 such that at the time of the hearing she owed \$2,700.00 in outstanding rent. The Landlord also sought recovery of the \$100.00 filing fee and therefore requested a Monetary Order in the amount of \$2,800.00.

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 within the five days required by the *Act* 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 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.

I find that the Landlord has established a total monetary claim of \$2,800.00 comprised of \$2,700.00 in unpaid rent for July 2016, August 2016 and September 2016 as well as recovery of the \$100.00 fee paid by the Landlord for this application.

I grant the Landlord an order under section 67 for the mount of **\$2,800.00**. This Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

Conclusion

The Tenant failed to pay rent and did not file to dispute the Notice to End Tenancy. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an order of possession and is granted a monetary order for the balance due in the amount of **\$2,800.00**.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 12, 2016

Residential Tenancy Branch