



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPN, 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; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on October 1, 2015. Rent of \$900.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit.

The Tenant failed to pay rent in the amount of \$450.00 for July 2016 and paid no rent for August 2016. On August 2, 2016 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the “Notice”). The Tenant did not dispute the Notice. The Tenant paid \$350.00 towards the arrears and failed to pay rent for

September and October 2016. The Tenant has not moved out of the unit and agrees to leave by Sunday October 16, 2016.

The Landlord claims unpaid rent including half the rent for October 2016 and agrees to an order of possession to be effective October 17, 2016.

### Analysis

Section 46 of the Act provides that upon receipt of a 10 notice to end tenancy for unpaid rent the tenant must, within five days, either pay the full amount of the arrears indicated on the notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must move out of the unit. Based on undisputed evidence I find that the Landlord gave the Tenant a valid Notice for unpaid rent. As the Tenant did not dispute the Notice and has not moved out of the unit I find that the Landlord is entitled to an order of possession as requested.

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Rent is payable until a tenancy ends. Based on the Landlord's evidence, I find that the Tenant has failed to pay rent as required under the tenancy agreement and that the Landlord is entitled to unpaid rent of **\$3,250.00**. As the application is successful I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,350.00**. Deducting the security deposit of **\$450.00** plus zero interest leaves **\$2,900.00** owed by the Tenant to the Landlord.

### Conclusion

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. October 17, 2016.

**I order** that the Landlord retain the **deposit** and interest of \$450.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for the balance due of **\$2,900.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: October 13, 2016

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Residential Tenancy Branch