



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR,

Introduction

On November 14, 2016, the Landlord submitted an Application for Dispute Resolution for an order of possession. On December 13, 2016 the Landlord amended the application to include a request 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 Tenant did not. The Landlord was assisted by their agent S.A. ("the Landlord"). The Landlord testified that the Tenant was served with the Notice of Hearing in person, and by Canada Post Registered Mail on November 25, 2016. The Landlord provided a copy of the Registered Mail receipt as proof of service. I find that the Tenant has been duly served with the Notice of Hearing in accordance with section 89 and 90 of the Act.

The Landlord was provided the opportunity to present 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 for Cause?
- Is the Landlord entitled to a monetary order to recover unpaid rent?

Background and Evidence

The Landlord testified that the tenancy began on December 1, 2004, as a month to month tenancy. Rent in the amount of \$1,007.00 is payable on the first day of each month. The Tenant paid the Landlord a security deposit of \$300.00.

The Landlord testified that the Tenant was served a 1 Month Notice to End Tenancy for Cause dated September 22, 2016. The Landlord testified that the 1 Month Notice was handed delivered to the Tenant on September 22, 2016.

The reasons for ending the tenancy within the 1 Month Notice are as follows:

- Tenant has allowed an unreasonable number of occupants in the unit

- The Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord.

The 1 Month Notice states the Tenant must move out of the rental unit by November 1, 2016. The 1 Month Notice informed the Tenant that he has the right to dispute the Notice within 10 days after receiving it. The Notice informed the Tenant that if an application to dispute the Notice is not filed within 10 days, he is presumed to accept the Notice and must move out of the rental unit on the date set out on the Notice.

There is no evidence before me that that the Tenant made an application to dispute the Notice. The Tenant did not appear at the hearing.

The Landlord testified that the Tenant did not pay any rent for the months of November 2016, and December 2016.

The Landlord testified that the that the Tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 2, 2016.

The Landlord issued the Tenant another 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated December 2, 2016. The 10 Day Notice dated December 2, 2016, indicates that the Tenant owes the Landlord \$2,014.00 that was due on December 1, 2016.

The 10 Day Notices informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

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

The Landlord testified that the Tenant has not paid any amount of rent to the Landlord since the 10 Day Notices were issued. The Tenant still owes rent money for the following months:

- November 2016, in the amount of \$1,007.00
- December 2016, in the amount of \$1,007.00

The Landlord seeks an order of possession and a monetary order for unpaid rent in the amount of \$2,014.00.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not apply to dispute the 1 Month Notice, and is therefore conclusively presumed under section 47(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 Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

I find that the Tenant did not pay the rent that was due under the tenancy agreement. The Tenant did not pay the rent within 5 days of receiving the 10 Day Notices, and did not dispute the Notices. I find that the Tenant owes the Landlord \$2,014.00 for unpaid rent.

I find that the Landlord has established a total monetary claim of \$2,014.00 comprised of unpaid rent for the above mentioned dates. I grant the Landlord a monetary order in the amount of \$2,014.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to dispute the 1 Month Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on November 1, 2016; the effective date of the 1 Month Notice.

The Tenant failed to pay the rent in the amount of \$2,014.00.

The Landlord is granted an order of possession effective 2 days after service on the Tenant. I grant the Landlord a monetary order for the unpaid rent in the amount of \$2,014.00.

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: December 30, 2016

Residential Tenancy Branch