



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PW COMOX DEVELOPMENT LP & PW COMOX HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *OPR, MNR, MNDC, CNR, RP, FF*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee. The tenant applied to cancel the notice to end tenancy and for an order directing the landlord to carry out repairs.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

During the hearing, the tenant informed me that the repairs she was seeking were done and an order directing the landlord to do so was no longer necessary.

Issues to be decided

Is the landlord entitled to an order of possession or should the notice to end tenancy be set aside? Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

Background and Evidence

The tenancy started on May 01, 2016. The rent is \$2,000.00 per month due on the first of each month. The tenant is also required to pay \$390.00 per month for furnishing provided by the landlord.

The tenant fell behind on rent and the landlord served the tenant with multiple notices to end tenancy. Both parties agreed that at the time of the hearing, the tenant owed \$14,508.34 in unpaid rent. A copy of the last notice to end tenancy dated October 07, 2016 was filed into evidence. A proof of service filed by the landlord indicates that the notice was posted on the door of the rental unit, in the presence of a witness.

Analysis

Pursuant to section 46 (4) of the *Residential Tenancy Act* within five days after receiving the notice to end tenancy, the tenant may pay the overdue rent or dispute the notice by making application for dispute resolution. If the tenant does not pay rent or dispute the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit, by that date.

The tenant is deemed to have received the notice to end tenancy for unpaid rent, on October 10, 2016 and did not pay rent within five days of receiving the notice to end tenancy and the time to do so has expired. In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2), I am issuing a formal order of possession effective by 1:00 p.m. on February 01, 2017. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord has established a claim of \$14,508.34 for unpaid rent. Since the landlord has proven their case I award the landlord \$100.00 for the filing fee. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$14,608.34. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective by 1:00 p.m. on February 01, 2017. I also grant the landlord a monetary order in the amount of **\$14,608.34**

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: January 11, 2017

Residential Tenancy Branch