



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR

### Introduction

On January 23, 2017, the Landlord submitted an Application for Dispute Resolution for an order of possession, and for a monetary order for unpaid rent or utilities. The matter was set for a conference call hearing at 9:00 a.m. on this date. The Landlords attended the teleconference hearing; however, the Tenant did not.

The Landlords testified that they served the Tenant with the Application for Dispute Resolution and Notice of Hearing, by registered mail sent on January 27, 2017. A Canada Post receipt and tracking number was provided as evidence of service. I find that the Tenant has been duly served with notice of the hearing in accordance with the sections 89 and 90 of the Act.

The Landlords were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

- Are the Landlords entitled to an order of possession for unpaid rent?
- Are the Landlords entitled to a monetary order for unpaid rent?

### Background and Evidence

The Landlords testified that the tenancy was a 1 year fixed term that began on September 1, 2016. Rent in the amount of \$750.00 was payable on the first day of each month. A security deposit in the amount of \$350.00 was paid to the Landlord.

The Landlord testified that the Tenant failed to pay the rent owing under the tenancy agreement for January 2017.

The Landlord served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 6, 2017, ("the Notice") on the Tenant on January 6, 2017. The Notice indicates the Tenant has failed to pay \$750.00 that was due on January 1, 2017.

The Landlords testified that the Tenant was served with the Notice by posting it on her door on January 6, 2017. The Notice 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 Landlords testified that the Tenant did not pay the rent owing under the tenancy agreement for January 2017. The Landlords testified that the Tenant did not pay the rent owing within 5 days of receiving the Notice, and has not paid any amount of rent since the Notice was issued.

The Landlords also testified that the Tenant has not paid the rent for the month of February 2017. The Landlord is asking to recover the rent for February 2017.

The Landlords are seeking an order of possession and a monetary order for unpaid rent in the amount of \$1,500.00.

### Analysis

Based on the evidence before me, and the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant has not paid the outstanding rent within five days of receiving the Notice, and did not apply to dispute the Notice, 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 Landlords are 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 owes \$750.00 for January 2017, rent. I also find that the Tenant has not paid rent for the month of February 2017, and the Landlords have suffered a loss of rent for this month. The Tenant is aware that she is required to pay rent each month and therefore, pursuant to section 64 of the Act, I allow the claim to be amended to include the additional month of rent in the amount of \$750.00.

I find that the Landlords have established a total monetary claim of \$1,500.00 for unpaid rent for the above mentioned dates. This 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 pay the rent owing under the tenancy agreement and did not file to dispute the Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlords are granted an order of possession and I grant a monetary order for the unpaid rent in the amount of \$1,500.00.

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: February 21, 2017

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Residential Tenancy Branch