



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent. In his application for dispute resolution, the landlord did not check mark the box for a monetary claim but included the details of his claim in the description portion of his application. Accordingly, I find that the tenant was put on notice that the landlord intended to make a monetary claim for unpaid rent, against her.

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

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent?

### **Background and Evidence**

The tenancy started in December 2016. The parties could not agree on the exact date the tenancy started. There is no written tenancy agreement. The parties agreed that the monthly rent is \$700.00 payable on the first of each month. The tenant did not pay a security deposit. Both parties agreed that the tenant paid \$250.00 in December and failed to pay rent since then.

On December 21, 2016, the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice to end tenancy, did not pay rent and continues to occupy the rental unit.

The landlord is applying for an order of possession effective two days after service on the tenant and for a monetary order in the amount of \$1,850.00 for unpaid rent.

### **Analysis**

Based on the sworn testimony of both parties, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on December 21, 2016 and did not full pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential 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 two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I further find that the landlord is entitled to rent in the amount of \$100.00 for December 2016, \$700.00 for January 2017, \$700.00 for February 2017 and \$350.00 for March 01-15, 2017, for a total of \$1,850.00 in unpaid rent. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. 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 two days after service** on the tenant and a monetary order for **\$1,850.00.00**.

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: March 02, 2017

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Residential Tenancy Branch