



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, 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 Tenant did not attend the hearing. I accept the Landlord's evidence that on April 27, 2017 the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials on May 2, 2017. The Landlord was given full opportunity 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 unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

There is no written tenancy agreement. The tenancy started in 2013. Rent of \$650.00 is payable on the fifteenth (15th) day of each month. No security deposit was collected. The Tenant failed to pay rent for February and March 2017 and on April 2, 2017 the Landlord served the Tenant with a 10 day notice to end the tenancy for unpaid rent (the "Notice") by posting the Notice on the door. The Tenant did not dispute the Notice, did not move out of the unit, did not pay the arrears set out on the Notice and further failed to pay rent for April and May 2016.

Analysis

Section 46 of the Act requires 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. Section 55(2) of the Act provides that where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired, a landlord may request an order of possession. Based on the undisputed evidence of the Landlord I find that the Landlord gave the Tenant the Notice and the Tenant did not dispute the Notice, pay the rent or move out of the unit. As a result I find that the Landlord is entitled to an order of possession.

Section 7 of the Act provides that where a tenant does not comply with the tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Although there is no written tenancy agreement I accept that an oral tenancy agreement exists. Based on the undisputed evidence of the terms of rent payable and the evidence of unpaid rent, I find that the Landlord is entitled to unpaid rent of **\$2,600.00** for the months February to May 2016 inclusive. As the Landlord has been successful with its application I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,700.00**.

Conclusion

I **grant** an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the Landlord a monetary order under Section 67 of the Act for **\$2,700.00**. 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: May 25, 2017

Residential Tenancy Branch