



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, OPR

### Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession, based on a Notice to End Tenancy for nonpayment of rent, and requesting a monetary order for outstanding rent.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on May 2, 2017; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issues are whether or not the applicants have established the right to an Order of Possession, and whether or not the applicants have established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicant testified that the monthly rent for this unit is \$1375.00 however they have an agreement with the tenants to allow the tenants to pay \$1300.00 on the first of each month, and the remaining \$75.00 on the 15th of each month.

The applicant further testified that, as of February 2016, the tenants stopped paying the \$75.00 that was due on the 15th of each month.

The applicant further testified that he has contacted the tenants multiple times, including 8 e-mails, and numerous voicemails, however the tenants have failed to pay the outstanding rent, and therefore, as of today's date, the following amount of rent is outstanding.

February 2016	\$75.00
March 2016	\$75.00
April 2016	\$75.00
May 2016	\$75.00
June 2016	\$75.00
July 2016	\$75.00
August 2016	\$75.00
September 2016	\$75.00
October 2016	\$75.00
November 2016	\$75.00
December 2016	\$75.00
January 2017	\$75.00
February 2017	\$75.00
March 2017	\$75.00
April 2017	\$75.00
May 2017	\$75.00
Total	\$1200.00

The applicant further testified that, since the respondents were failing to respond to his request for the outstanding rent, he personally served both of the tenants with a 10 day Notice to End Tenancy, however they have failed to comply with that notice.

The applicant is therefore requesting an Order of Possession for as soon as possible and a monetary order for the outstanding rent.

### Analysis

The landlord has provided a tenancy agreement that clearly shows that the total rent was \$1375.00, and that \$75.00 of that total amount was to be paid on the 15th of each month.

I accept the landlord's undisputed, sworn, testimony that the tenants stopped paying the \$75.00 payment on February 2016 and have not paid it since.

I also accept the landlord sworn testimony that he personally served both tenants with a 10 day Notice to End Tenancy on April 13, 2017.

It is my decision therefore, pursuant to section 62 of the Residential Tenancy Act, that, since the tenants have failed to comply with the Notice to End Tenancy, and have failed to pay any of the outstanding rent, the landlord has the right to an Order of Possession, and to a monetary order for the outstanding rent.

### Conclusion

Pursuant to sections 46 and 55 of the Residential Tenancy Act, I have issued an Order of Possession that is enforceable two days after service on the tenants.

Pursuant to section 67 of the Residential Tenancy Act I've issued a monetary order in the amount of \$1200.00.

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: June 05, 2017

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Residential Tenancy Branch