



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PARKBRIDGE LIFESTYLE COMMUNITIES INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

OPR, MNR, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for Landlord stated that on May 24, 2017 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail. The Tenant acknowledged receiving these documents. The Tenant stated that she is representing the estate of her co-tenant, who is her deceased partner.

On May 24, 2017 the Landlord submitted 34 pages of evidence to the Residential Tenancy Branch. On May 25, 2017 the Landlord submitted a duplicate copy of this evidence. The Agent for the Landlord stated that this evidence was served to the Tenant, via registered mail, with the Application for Dispute Resolution.

On May 26, 2017 the Landlord submitted 60 pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that she does not know if this evidence was submitted to the Residential Tenancy Branch and she does not know if this evidence was served to the Tenant.

The Tenant acknowledged receiving numerous documents with the Application for Dispute Resolution. She stated that she did not receive a large package of evidence after receiving the Application.

The documents submitted in evidence by the Landlord were reviewed with the Tenant however she appeared unwilling or unable to confirm which documents were served to her.

Much of the evidence submitted to the Residential Tenancy Branch by the Landlord is not relevant to the issues in dispute at these proceedings. For the sake of expedience the Agent for the Landlord was directed to identify the documents she considered highly relevant to these proceedings. She stated that the Notice to End Tenancy for Unpaid Rent, dated May 04, 2017, and a rent receipt, dated June 09, 2017, were highly relevant. The Tenant acknowledged receiving these specific documents and they were accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

#### Preliminary Matter

The Agent for the Landlord applied to amend the Application for Dispute Resolution to include all unpaid rent currently due. The Tenant opposed the application on the basis she did not currently have the ability to pay all of the overdue rent.

I find that it was reasonable for the Tenant to conclude that the Landlord is seeking to recover all of the rent that is currently due, including unpaid rent that has accrued since the Application for Dispute Resolution was filed. I therefore grant the application to amend the monetary claim to include all rent that is currently due.

#### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and to a monetary Order for unpaid rent?

#### Background and Evidence

The Landlord and the Tenant agree that:

- this tenancy began on July 01, 2012;
- the current monthly rent of \$866.42 is due by the first day of each month;
- on May 04, 2017 the Tenant owed \$1,257.84 in rent;
- on May 16, 2017 the Tenant paid \$1,000.00 in rent;
- on June 09, 2017 the Tenant paid \$966.00 in rent;
- on July 09, 2017 the Tenant paid \$766.00 in rent; and

- the Tenant currently owes \$258.68 for the period ending July 31, 2017.

The Agent for the Landlord stated that a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of May 17, 2017, was posted on the door of the rental unit on May 04, 2017.

The Tenant stated that she found the Ten Day Notice to End Tenancy for Unpaid Rent, dated May 04, 2017, on the door of the rental unit, although she cannot recall when she received it. She stated that she did not file an application to dispute this Notice.

### Analysis

On the basis of the undisputed evidence, I find that the Tenants entered into a tenancy agreement with the Landlord that requires the Tenants to pay monthly rent of \$866.42 by the first day of each month and that the Tenant currently owes \$258.68 for the period ending July 31, 2017. As the Tenants are required to pay rent pursuant to section 20(1) of the *Act*, I find that the Tenant must pay \$258.68 in outstanding rent to the Landlord.

Section 39(1) of the *Act* entitles landlords to end a tenancy within ten days if rent is not paid when it is due by providing proper written notice. On the basis of the undisputed evidence I find that the Ten Day Notice to End Tenancy, served pursuant to section 39 of the *Act*, was posted at the rental unit on May 04, 2017 and that rent was overdue on that date.

Section 39 of the *Act* stipulates that a Tenant has five days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. I have no evidence that the Tenant exercised either of these rights and, pursuant to section 39(5) of the *Act*, I find that the Tenant accepted that the tenancy has ended. On this basis I grant the landlord an Order of Possession.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

### Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on July 31, 2017. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$358.68, which includes \$258.68 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for \$258.68. In the event the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 *Act*.

Dated: July 06, 2017

---

Residential Tenancy Branch