



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

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. A Monetary Order for unpaid rent - Section 67; and
2. An Order of Possession - Section 55.

The Landlord and Tenant were each given full opportunity under oath 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 a monetary order for unpaid rent?

Background and Evidence

The following are agreed facts: The tenancy started on September 1, 2004 with another person named as the tenant. The Respondent named in this application was an occupant at the time. The original tenant passed away and the Respondent entered into an oral agreement to continue the tenancy as the Tenant. The Landlord acquired the rental unit in 2015 and returned the security deposit of \$173.00 paid at the outset of the tenancy to the Tenant. Rent of \$572.00 is payable on the first day of each month. The Tenant failed to pay rent due for June 1, 2017 and on June 12, 2017 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice"). The Tenant did not dispute the Notice, did not move out of the unit and did not pay rent for July and August 2017.

The Landlord seeks an order of possession for August 31, 2017 and a monetary order for unpaid rent.

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. Based on the undisputed evidence of the Landlord I find that the Landlord gave the Tenants the Notice and the Tenants did not dispute the Notice. As a result I find that the Landlord is entitled to an order of possession.

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the agreed facts I find that the Tenant failed to pay rent as required under the terms of the tenancy agreement and that the Landlord is therefore entitled to unpaid rent for June, July and August 2017 in the total amount of **\$1,716.00**.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. on August 31, 2017.

I grant the Landlord an order under Section 67 of the Act for **\$1,716.00**. 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: August 24, 2017

Residential Tenancy Branch