



# 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 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 he does not recall how the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted with the Application for Dispute Resolution were served to the Tenant. The Tenant stated that these documents were personally served to her sometime in early June of 2017. As the Tenant acknowledged receipt of the documents, 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 Landlord applied for unpaid rent for February, March, April, May, and June of 2017. I amend the Application for Dispute Resolution to include unpaid rent from July and August of 2017.

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.

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 Agent for the Landlord and the Tenant agree that:

- the Landlord and the Tenant have a written tenancy agreement;
- rent for the period between February and July of 2017 was \$398.00;
- rent for August was \$398.00; and
- rent was due by the first day of each month.

The Agent for the Landlord stated that no rent was paid between February 01, 2017 and August 01, 2017. The Landlord submitted a ledger that shows no rent was paid for February, March, April, May, and June of 2017.

The Tenant stated that she believes she paid rent for February of 2017, although she submitted no evidence of that payment. She stated that she has not paid any rent for the period between March 01, 2017 and August 01, 2017.

The Agent for the Landlord and the Tenant agree that on June 01, 2017 the Tenant paid \$1,500.00 to the Agent for the Landlord, which was a payment she made for the purchase of the manufactured home she was buying from the Landlord.

The Landlord stated that the Landlord is seeking unpaid rent for February, March, April, May, June, and July of 2017. The Landlord does not wish to allow the Tenant to remain in the rental unit for August and is seeking an Order of Possession with the earliest possible possession date.

The Agent for the Landlord stated that a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of June 01, 2017, was posted on the door of the rental unit on May 19, 2017. The Tenant stated that she located this Notice on May 19, 2017 and that she did not dispute the Notice.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$398.00 between February and July of 2017, which was increased to \$412.00 on August 01, 2017.

I favour the Landlord's evidence that no rent was paid for February of 2017 over the Tenant's testimony that she "believes" she paid rent for February of 2017. I favoured the evidence of the Landlord, in part, because the Tenant was not certain of the payment and she did not submit any proof of that payment. I favoured the evidence of the Landlord, in large part, because it was supported by a ledger.

I find that no rent was paid for February and that the Tenant must pay \$398.00 in rent for that month.

On the basis of the undisputed evidence I find that no rent was paid for March, April, May, June, or July of 2017. I therefore find that the Tenant must pay \$1,990.00 in rent for those months.

On the basis of the undisputed evidence I find that no rent was paid for August of 2017. As the Landlord did not wish to permit the Tenant to remain in the unit for the entire month of August, I find that the Tenant must pay per diem rent for one day in August, which is \$13.29.

As I cannot be certain that the site will not be fully vacated by August 02, 2017, I am unable to award rent for any period after August 01, 2017. The Landlord has not applied for compensation for lost revenue and that matter has, therefore, not been considered.

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 received by the Tenant on May 19, 2017.

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 ended on the effective date of the Notice. 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 two days after it is served upon the Tenant. 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 \$2,501.29, which includes \$2,401.29 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. I grant the Landlord a monetary Order for \$2,501.29. 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: August 01, 2017

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Residential Tenancy Branch