



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPRM, MNRL, FFL

### Introduction

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

This was originally an application for a hearing through the direct request process; however the adjudicator determined that the hearing must be held a participatory hearing. The adjudicator therefore issued that decision requiring that that decision, and notice of reconvened hearing, be served on the respondent by the applicant. The applicant testified that those documents were all served on the respondent on January 10, 2018.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

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

### Background and Evidence

The parties agree that this tenancy began on January 1, 2008 and that the present monthly rent is \$1810.00, due on the first of each month.

Parties also agree that on December 7, 2017 the tenant was personally served with a 10 day Notice to End Tenancy for nonpayment of rent.

The parties also agree that as of today's date the following amount of rent is outstanding:

December 2017 rent outstanding	\$1745.00
January 2018 rent outstanding	\$1810.00
February 2018 rent outstanding	\$1810.00
Total	\$5365.00

The landlord testified that he would like an Order of Possession, and an order for the outstanding rent, however he is also willing to accept the rent within a reasonable timeframe and allow this tenancy to continue.

The tenant testified that she does not dispute that any of this rent is outstanding, however, due to unforeseen circumstances she was unable to pay the rent when due.

The tenant further testified that she expects to be able to pay the full rent due very soon as she believes a large contract will shortly be signed, from which she will receive sufficient money to pay the full outstanding rent.

The landlord testified that he is certainly willing to wait a little bit longer for the outstanding rent however he is still requesting an Order of Possession for as soon as possible, and a monetary order for the outstanding rent. He further states that if the tenant does pay the outstanding rent within a reasonable timeframe he will not enforce the Order of Possession.

### Analysis

It is my decision; pursuant to section 62 of the Residential Tenancy Act that the landlord does have the right to an Order of Possession because the parties agree that the tenant

did not pay the December 2017 rent and was served with a valid 10 day Notice to End Tenancy.

The parties also agree that the tenant has paid no further rent, and therefore, as of today's date there is a total of \$5365.00 in rent outstanding, and therefore it is also my decision that I will allow the landlords request for a monetary order for that outstanding rent and for recovery of his \$100.00 filing fee.

As stated above, the landlord has stated that he is willing to work with the tenant to try and allow this tenancy to continue, and therefore I advise the tenant to ensure that she continue to keep the landlord updated as to when the outstanding rent will be available.

### 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 tenant.

Pursuant to sections 67 and 72 of the Residential Tenancy Act I have issued a monetary order in the amount of \$5465.00.

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: February 05, 2018

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Residential Tenancy Branch