



Dispute Resolution Services

Page: 1

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding VLADISLAV STEVE KLEINER
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

This matter proceeded by way of a Direct Request Proceeding. On February 27, 2018, the landlord's application was considered by the Adjudicator and was adjourned to a participatory hearing scheduled on today's date. The interim decision should be read in conjunction with this decision.

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession on the basis of unpaid rent.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Background and Evidence

The tenancy commenced in 2015. Rent in the amount of \$1,150.00 was payable on the first of each month. The tenant paid a security deposit of \$650.00.

The tenant testified that they received the 10 Day Notice to End Tenancy for Unpaid rent (the "Notice") that was sent by the landlord by mail. The tenant agreed that as of February 2, 2018, the date the Notice was issued they owed \$2,075.00 in unpaid rent. The tenant stated that they paid the landlord the sum of \$1,500.00. The tenant stated they did not pay the balance due or any rent for March or April 2018.

The landlord testified that the tenant only paid \$500.00 and the email transfer of \$1,000.00 was not accepted. The tenant disputes this.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

Although the parties disagreed on the amount of rent that was paid by the tenant that is not an issue for me to determine at this hearing. Since the landlord did not apply for a monetary order in their application.

I accept the tenant's evidence that they did not pay all the outstanding rent stated in the Notice within five days and has failed to pay rent for March and April 2018. I find the tenant breached section 26 of the Act, and this caused losses to the landlord.

I find the landlord has proven that the tenant failed to pay rent in accordance with the Act. I find the Notice issued on February 2, 2018, is valid. Therefore, I find the tenancy legally ended on the effective date of the Notice, which was February 15, 2018. I find the tenant is now overholding the premises.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession.

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: April 10, 2018

Residential Tenancy Branch