



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FFL

Introduction

On August 9, 2018, the Landlord submitted an Application for Dispute Resolution for an order of possession; a monetary order for unpaid rent; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord and Tenant attended the hearing. The Landlord and Tenant were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

- Is the Landlord entitled to an order of possession?
- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord and Tenant testified that the tenancy began as a one year fixed term tenancy starting on April 1, 2016, continuing thereafter on a month to month basis. Rent in the amount of \$1,196.00 was to be paid by the first day of each month. The Tenant paid a \$575.00 security deposit.

The Landlord testified that the Tenant did not pay the rent owing under the tenancy agreement for the month of August 2018.

The Landlord served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities to the Tenant on August 3, 2018.

The 10 Day Notice states that the Tenant has failed to pay rent in the amount of \$1,196.00 which was due on August 1, 2018. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Landlord testified that the Tenant did not pay the rent owing within 5 days of receiving the 10 Day Notice. The Landlord testified that she has never received the rent owing for August 2018.

The Tenant acknowledged that she received the 10 Day Notice from the Landlord. The Tenant did not dispute the 10 Day notice. She testified that she has not paid the rent owing for August 2018. The Tenant testified that she moved out of the rental unit on October 1, 2018.

Analysis

Based on the evidence before me, the testimony of the Landlord and Tenant, and on a balance of probabilities, I find that the Tenant did not pay the rent owing under the tenancy agreement for the month of August 2018.

I find that the Tenant owes the Landlord \$1,196.00 for unpaid August 2018, rent.

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.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to pay the Landlord the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$1,296.00 comprised of \$1,196.00 in unpaid rent and the \$100.00 fee paid by the Landlord for this hearing. I grant the Landlord a monetary order in the amount of \$1,296.00. This order may be filed in the Provincial Court (Small Claims) 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 the rent within 5 days of receiving a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The Landlord is granted an order of possession and a monetary order of \$1,296.00 for unpaid rent and the cost of the filing fee.

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: October 05, 2018

Residential Tenancy Branch