



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MNR, MND, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and for the recovery of the filing fee. The landlord also applied for the cost of repairs.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's application for dispute resolution and evidence. The tenant said that she had not submitted any evidence of her own. I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply.

In this regard I find the landlord has applied for a monetary order for repairs. The tenancy has not yet ended and the landlord has not yet carried out these repairs and therefore the landlord has provided an estimation of what the repairs would cost. As these sections of the landlord's application are unrelated to the main section which is for an order of possession and since the tenancy has not yet ended, I dismiss these sections of the landlord's claim with leave to reapply.

Accordingly this hearing only dealt with the landlord's application for an order of possession and for a monetary order for unpaid rent and the filing fee.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee?

### **Background and Evidence**

The tenancy started in April 2017. There is no written tenancy agreement. Both parties agreed that the rent is \$900.00 due on the first of each month and that a security deposit was not collected by the landlord.

The tenant also agreed that on July 25, she was served with a notice to end tenancy for non-payment of rent in the amount of \$3,000.00. The landlord stated that the tenant had not paid rent starting in April 2018 but made one payment of \$700.00 in July 2018. The tenant agreed with the landlord regarding the amount of rent owed by her except for rent for April 2018. The tenant stated that her room-mate paid rent for April 2018. The landlord denied having received rent for April 2018.

On July 25, 2018, the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice to end tenancy, did not pay the outstanding rent and continues to occupy the rental unit. The landlord is applying for an order of possession effective two days after service on the tenant and for a monetary order in the amount of \$4,700.00 for unpaid rent.

### **Analysis**

Based on the sworn testimony of both parties, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on July 25, 2018 and did not full pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord's testimony regarding non-payment of rent for April 2018 was credible. I further find that the landlord is entitled to \$4,700.00 for unpaid rent. Since the landlord has proven his case, I grant the landlord the recovery of the filing fee of \$100.00

Overall the landlord has established a monetary claim for \$4,800.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession **effective two days after service** on the tenant and a monetary order for **\$4,800.00**.

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: September 04, 2018

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Residential Tenancy Branch