



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLDSTREAM RANCH (2002) LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL MNRL OPC

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession for Cause pursuant to section 47 of the *Act*;
- a monetary award for unpaid rent pursuant to section 67 of the *Act*; and
- recovery of the filing fee from the tenants pursuant to section 72 of the *Act*.

The landlord's agent B.M. (the "landlord") and tenant D.M. appeared at the hearing. Both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord gave undisputed affirmed testimony that a 1 Month Notice for Cause ("1 Month Notice") was given to the tenants on August 1, 2018. The tenant confirmed receipt of the 1 Month Notice and are found to have been duly served with the notice in accordance with the *Act*.

On November 21, 2018 the landlord gave the tenant D.M. his application for dispute resolution and evidentiary package in person. The tenant acknowledged receipt of this package and is found to have been duly served with these documents.

Following opening remarks, the landlord asked to amend his application to include unpaid rent for the month of December 2018. As the tenant confirmed he was still in occupation of the property and acknowledged no rent had been paid, I allow the landlord pursuant to section 64(3)(c) to amend his application for a monetary award to include unpaid rent of \$700.00 for December 2018.

Issue(s) to be Decided

Is the landlord entitled to a monetary award?

Can the landlord recover a monetary award including a return of the filing fee?

Background and Evidence

The tenant explained the parties had entered into an oral tenancy that began in July 2017. Rent was \$700.00 per month and no security deposit was paid.

The landlord said that he issued a 1 Month Notice to End tenancy on August 1, 2018 because of concerns he had related to animals being brought onto the property. The reasons cited on the 1 Month Notice were listed as follows:

- *Tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord*
- *Breach of material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so*

The tenant acknowledged receipt of the notice and confirmed he did not dispute this Notice to End Tenancy. When asked to explain why he did not dispute the notice, the tenant said he did not want to engage with the landlord's agent, B.M. because of the negative relationship between the parties. The tenant acknowledged rent remained unpaid for October, November and December 2018 but explained that unforeseen financial issue had caused the tenants to lose \$1,800.00 and therefore left them unable to pay the rent. The landlord sought recovery of unpaid rent for these months, totalling \$2,100.00.

Analysis

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for landlord's use of property a tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. I find that the tenants have failed to file their application for dispute resolution within the 10 days of receiving this Notice to End Tenancy. Accordingly, I find that the tenants are conclusively presumed under section 47(5)(a) of the *Act* to have accepted that the tenancy ended on the effective date of the 1 Month Notice, in this case, August 11, 2018. Section 47(5) states

as follows, "If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date." I am therefore issuing an Order of Possession to the landlord effective 2 days after service on the tenant.

In addition to an order of possession, the landlord applied for a monetary award for unpaid rent of \$2,100.00 representing the months of October, November and December 2018. Pursuant to section 7(1) which states, "If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results." I find the landlord is therefore entitled to a monetary award of \$2,100.00 representing all unpaid rent.

As the landlord was successful in his application, he may recover the \$100.00 filing fee from the tenants.

### Conclusion

**I am granting the landlord an Order of Possession to be effective two days after notice is served to the tenants.** The landlord is provided with formal Orders in the above terms. Should the tenants fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

The landlord is granted a monetary award of \$2,200.00 which includes the entire amount sought in his application, along with a return 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: January 8, 2019

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Residential Tenancy Branch