



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding A&T MANAGEMENT CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy for unpaid rent. The tenant acknowledges receiving the Notice on November 4, 2019. He did not pay the \$1904.00 demanded in it, nor did he apply for dispute resolution to cancel the Notice.

At this hearing the tenant admits not paying the \$656.00 rent due November 1, 2019, or any rent money after that. He disputes that on the November 4 date of the Notice he owed any amount but the November rent.

Issue(s) to be Decided

What rent did the tenant owe? Has the Notice ended this tenancy, entitling the landlord to an order of possession?

Background and Evidence

The rental unit is a one bedroom apartment. The tenancy started in July 2012 with a prior, corporate landlord. The current rent is \$656.00. The landlord holds a \$300.00 security deposit.

The tenancy agreement was assigned to the corporate applicant as the result of a change in ownership. The tenant's landlord is the corporate applicant and not Ms. H.W., who is the building manager, not the landlord.

Ms. H.W. was called on to prove that the tenant owed \$1904.00 as of the November 4 Notice. By admission he owed the \$656.00 November rent but neither any monetary order worksheet or the testimony of Ms. H.W. could show what months the tenant failed to pay full rent or by how much.

Analysis

Given this lack of particularity, I find the landlord has not proved any outstanding rent due November 4 but for the \$656.00 November rent.

This lack of proof would have been a valid reason to cancel the 10 day Notice had the tenant applied to cancel it under s. 46 of the *Residential Tenancy Act* (the "Act"), but he didn't.

Section 46 provides that if the tenant fails to pay the amount demanded in the 10 day Notice or to apply to cancel the Notice within five days after receipt, he is "conclusively presumed to have accepted that the tenancy ends on the effective date of the notice" and "must vacate the rental unit to which the notice relates by that date."

In these circumstances, even though the tenant may have had good grounds to challenge the Notice, he did not challenge it. As a result, this tenancy ended on November 18, 2019, the effective date in the Notice. The landlord is entitled to an order of possession.

The landlord is also entitled to a monetary award for the November rent of \$656.00 plus recovery of the \$100.00 filing fee. The landlord will have a monetary order against the tenant in the amount of \$756.00.

This decision did not deal with any entitlement the landlord might have to occupation rent after this tenancy ended.

Conclusion

The landlord's application is allowed in part. It will have an order of possession and a monetary order as outline above.

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 16, 2020

Residential Tenancy Branch