



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** MNR OPR FF

### **Introduction**

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent and loss of revenue. An agent for the landlord and one of the two tenants appeared and gave affirmed testimony in the teleconference hearing.

### **Issue(s) to be Decided**

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for the amounts claimed?

### **Background and Evidence**

The tenancy began on May 1, 2008. Rent in the amount of \$850 is payable in advance on the first day of each month. The testimony of the landlord was that the tenant failed to pay full rent in the month of July 2008, and has since made no payments of rent. On November 3, 2008 the landlord sent to the tenant by regular mail a notice to end tenancy for non-payment of rent. The landlord seeks an order of possession pursuant to the notice to end tenancy, and a monetary order for \$4275, representing outstanding rent and lost revenue for August through December 2008 and \$25 for outstanding rent for July 2008. The landlord did not provide documentary evidence in the hearing to support the monetary claim.

The tenant's response was as follows. In regard to the notice to end tenancy, the tenant did not receive the notice until the landlord included it in an evidence package for this hearing. The tenant acknowledged that there was outstanding rent, but he disputed the amount of the landlord's claim. The tenant's testimony was that \$200 was outstanding for July's rent, August's rent was fully paid, and he has paid no rent since

that time.

### **Analysis**

I find that although the tenant may not have received the notice to end tenancy that was mailed to him, he did receive the notice in an evidence package and he could have either paid the outstanding rent or disputed the notice after he received it, but he chose not to do so. I therefore find that the tenant was served with a notice to end tenancy for non-payment of rent. Because the tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice, he is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord did not provide sufficient evidence to support their claim for the full amount claimed, and I therefore prefer the evidence of the tenant on this point. The landlord is entitled to a monetary order for \$3600, representing the amounts the tenant stated were owed in outstanding rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total claim of \$3650. I dismiss the remainder of the landlord's monetary claim.

### **Conclusion**

I grant the landlord an order of possession. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the landlord an order under section 67 for the balance due of \$3650. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 7, 2009