

# 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 due to unpaid rent, a monetary order to recover rental arrears and inclusive of recovery of the filing fee associated with this application. Despite having been served with the application for dispute resolution and notice of hearing by registered mail and deemed served in accordance with Section 89 of the Residential Tenancy Act the tenant did not participate in the conference call hearing.

## Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an order of possession?

Is the landlord entitled to the monetary amounts claimed?

## Background and Evidence

The undisputed facts before me as per the testimony of the landlord are as follows. The tenancy began on March 1, 2008. Rent in the amount of \$1300 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord has not collected a security deposit from the tenant. The tenant failed to pay rent in the month of August 2008 for the amount of **\$1190**. The tenant did pay rent for October and November 2008. The tenant then failed to pay rent for the month of December 2008 in the amount of **\$1300**, and on December 16, 2008 the landlord served the tenant with a notice to end tenancy for non-payment of rent with an effective date of December 26, 2008. The tenant further failed to pay rent in the month of January 2009, in the amount

of **\$1300**. In addition, the landlord testified the tenant also failed to pay utilities, as per the tenancy agreement, for the months of October, November and December 2008 in the total amount of **\$422.69**

### **Analysis**

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice and 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 has established a claim for **\$4212.69** in unpaid rent. The landlord is also entitled to recovery of the **\$50** filing fee for a quantum claim of **\$4262.69**.

### **Conclusion**

I grant an order of possession to the landlord. The tenant must be served with this order of possession. Should the tenant 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 a monetary order under section 67 in the amount of **\$4262.69**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 28, 2009