

# Dispute Resolution Services

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

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, 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 on January 7, 2009 and served by January 10, 2009, 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 tenancy began on November 1, 2008. Rent in the amount of \$880 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a cheque for the security deposit from the tenant in the amount of \$440 which was returned NSF. The tenant failed to pay rent on time in December 2008, but did pay \$860 in the later half of the month. On December 2, 2008 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of January, as the rent cheque was returned NSF. The tenant then failed to pay rent for February 2009. The tenant is still in possession of the rental unit. The landlords requested an order of possession effective as soon as possible.

## **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.

The landlord's request in respect to the security deposit is moot as there is no security deposit which is being retained by the landlord.

Based on the above facts I find that the landlord is entitled to an order of possession. As for the monetary order, the landlord is owed **\$20** for December rent plus **\$25** late fee, **\$880** for January rent plus **\$25** late fee, **\$25** for NSF cheque; and I am granting the landlord one-half month's rent for February in the amount of **\$440**. The landlord is also entitled to recovery of the **\$50** filing fee. I find that the landlord has established a total claim for **\$1465**.

## **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 an order under section 67 for the amount due of **\$1465**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 04 2009