

## **DECISION**

**Dispute Codes:** OPR, MNR, MNDC, FF, MT, CNR

This is a cross applications by the parties. The landlord applied for an order of possession and a monetary order. The tenant applied for an extension of time for him to file his application to cancel the notice to end tenancy.

The tenant acknowledged receiving the notice to end tenancy on January 23, 2009. He said that he was leaving to go out of town that day. Therefore, he did not bother to read the notice to end tenancy in details until he returned on January 30. He filed his application for dispute resolution on February 2. I do not find the above reason given by the tenant to be serious or compelling. I therefore dismiss the tenant's application for a time extension for him to file his application to cancel the notice to end tenancy.

On June 1, 2008, the landlord collected a security deposit from the tenant in the amount of \$325.00. The tenancy began on the same day. Rent in the amount of \$650.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month of January, 2009 and on January 23, 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 February.

Based on the landlord's testimony, I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice within the prescribed time frame 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. The tenant must be served with the 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.

The landlord is seeking to recover from the tenant outstanding rent for the months of January in the amount of \$450.00 and February in the amount of \$650.00. The tenant is currently still living in the rental unit. The landlord is therefore seeking to include a claim for loss of income for the month of March in the amount of \$650.00. I find that the tenant should reasonably have known that the landlord could not re-rent the unit while he was still in residence and I allow the claim for a further \$650.00.

As for the monetary order, I find that the landlord has established a claim for \$1100.00 in unpaid rent and \$650.00 in loss of income. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$1800.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated March 09, 2009.