



## **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 was convened in response to 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, and an order to retain the security deposit in partial satisfaction of the monetary claim.

Despite having been individually served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) neither tenant participated 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 April 01, 2004. Rent in the amount of \$1244 is currently (as of May 01, 2009) payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$525. The tenant failed to pay rent in the month of April 2009 and on April 03, 2009 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant paid the rent for April 2009 on May 12, 2009, including \$50 toward the rent for May 2009, which the landlord accepted for use and occupancy only. The tenant failed to

pay the balance of rent for the month of May 2009, which is in arrears on this date. The landlord's monetary claim is for the balance of May's rent in the amount of **\$1194**.

### **Analysis**

Based on the landlord's undisputed 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 **\$1194** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1244**.

### **Conclusion**

**I grant** an Order of Possession to the landlord effective **2 days** from the day of service. 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 order** that the landlord retain the deposit and interest of **\$543.59** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$700.41**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated May 25, 2009.