



Dispute Resolution Services

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

DECISION

Dispute Codes:

OPR, MNR, 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. The landlord expressly did not apply to retain the security deposit in partial satisfaction of the monetary claim.

I accept that despite having been 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) 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 ten (10) years ago. Rent in the amount of \$1200 is 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 \$550. The tenant failed to pay rent in the month of May 2009 and on May 09, 2009 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 June. The landlord is expressly not claiming rent for the month of July, as the landlord served the tenant with a two (2) Month Notice for Landlord's Use of Property on May 15, 2009 with an effective date of July 31, 2009. The landlord also

seeks recovery of NSF charges totalling \$21. The quantum of the landlord's monetary claim is **\$2421**. The landlord further seeks an Order of Possession for 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.

Based on the above facts I find that the landlord is entitled to an Order of Possession. As the Notice to End for Unpaid Rent was served prior to the Two (2) Month notice to End for Landlord's Use, also not disputed by the tenant, I find the landlord is entitled to an Order of Possession other than the effective date of the Two Month Notice to End.

As for the monetary order, I find that the landlord has established a claim for **\$2421** in unpaid rent and NSF fees. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2471**.

Conclusion

I grant an Order of Possession to the landlord effective **two (2) days** from the day of service upon the tenant. The tenant must be served with this Order of Possession. The landlord has discretion as to when the order is served. 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 **\$2471**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 09, 2009