



# Dispute Resolution Services

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

## Decision

Dispute Codes: CNE CNR OPE OPR MNR MNDC FF

## Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy for end of employment and a notice to end tenancy for unpaid rent. The landlord applied for an order of possession pursuant to a notice to end of tenancy for end of employment and pursuant to a notice to end tenancy for unpaid rent as well as a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant and an agent for the landlord participated in the teleconference hearing.

## Issue(s) to be Decided

Is the landlord entitled to an order of possession pursuant to either notice to end tenancy?

Is the landlord entitled to the monetary amount claimed?

## Background and Evidence

The tenant was employed as a resident manager for the landlord. On July 15, 2009 the tenant and the landlord signed a tenancy agreement for a new tenancy to commence on August 1, 2009, with monthly rent of \$600 payable in advance on the first day of each month. On August 1, 2009 the landlord served the tenant with a one month notice to end tenancy for end of employment, and on August 7, 2009 the landlord served the tenant with a letter stating that the tenant's employment with the landlord was terminated, effective immediately. The tenant failed to pay rent for August and on August 11, 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 September 2009.

The tenant acknowledged that she signed the new tenancy agreement and that she did not pay the rent for August or September 2009. The tenant stated that she did not pay the rent because the landlord is withholding the tenant's wages, and she cannot afford to move out or pay her rent.

### Analysis

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 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 pursuant to the notice to end tenancy for unpaid rent. I therefore did not need to consider the notice to end tenancy for end of employment.

As for the monetary order, I find that the landlord has established a claim for \$1200 in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee.

### Conclusion

The application of the tenant is dismissed.

I grant the landlord an order of possession effective two days after service. 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.

I grant the landlord an order under section 67 for the balance due of \$1250. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 25, 2009.