

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on November 23, 2009, and deemed served under the Act five days later, the Tenant did not appear. I find that the Tenant has been served in accordance with the Act.

Two Agents for the Landlord appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Background and Evidence

Based on the testimony of the Agents for the Landlord, I find that the Tenant was served with a 10 day Notice to End Tenancy for non-payment of rent on August 18, 2009, by placing the Notice in the Tenant's mail box. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

On October 7, 2009, the Landlord also served the Tenant with a one month Notice to End Tenancy for cause, alleging that the Tenant has been repeatedly late paying rent.

According to the testimony of the Landlord's Agents, the Tenant has not paid rent since August of 2009.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the outstanding rent and therefore, is in breach of the Act and tenancy agreement. The Tenant did not apply to dispute either Notice to End Tenancy and is therefore conclusively presumed under section 39 and 40 of the Act to have accepted that the tenancy ended on the effective date of the Notices.

I find that the Landlord is entitled to an order of possession effective at **1:00 p.m. January 15, 2010**. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of **\$1,500.00** comprised of \$265.00 per month in rent and a \$25.00 monthly late fee for each month of September, October, November and December of 2009, and January of 2010, and the \$50.00 fee paid by the Landlord for this application.

I grant the Landlord an order under section 60 for the balance due of \$1,500.00. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant failed to pay rent and did not file to dispute the Notice to End Tenancy. The Tenant is presumed under the Act to have accepted that the tenancy ended on the effective dates of the Notices to End Tenancy. The Landlord is granted an Order of Possession, and is granted a monetary order for the balance due.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9 of the *Manufactured Home Park Tenancy Act*.

Dated: January 05, 2010.

Dispute Resolution Officer