

## **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 for unpaid rent and an order to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on March 23, 2010, the Tenant did not appear. I find the Tenant has been served in accordance with the Act.

An Agent for the Landlord appeared, gave affirmed testimony and was 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 uncontradicted testimony of the Agent for the Landlord, I find that the Tenant was personally served with a Notice to End Tenancy for non-payment of rent on March 1, 2010, for \$900.00. On March 1, 2010, the Tenant owed \$550.00 in unpaid rent for January 2010, and had only made a partial payment of rent for March, and owed a balance of \$350.00. Therefore, I find that the Tenant did owe the Landlord \$900.00 on March 1, 2010, and that the Notice to End Tenancy was valid when given.

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. The Tenant did not dispute the Notice, however, she did make payments toward the outstanding rent due. Nevertheless, I find the Tenant still owes the Landlord \$550.00 for January 2010 rent.

### Analysis

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

The Tenant has not paid all of the outstanding rent due and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, March 10, 2010.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. 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 **\$600.00**, comprised of \$550.00 in outstanding rent and the \$50.00 fee paid by the Landlord for this application. I grant the Landlord an order under section 67 for the balance due of \$600.00. 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 all the rent and did not file to dispute the Notice to End Tenancy. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an Order of Possession 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 9.1(1) of the *Residential Tenancy Act*.

Dated: May 07, 2010.

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Dispute Resolution Officer