



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

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 an order 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 April 20, 2010, and deemed served five days later under the Act, the Tenant did not appear. I note that failure or neglect to accept registered mail is not a ground for Review under the Act. 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 affirmed testimony of the Agent for the Landlord, I find that the Tenant was served with a 10 day Notice to End Tenancy for non-payment of rent on April 8, 2010, by posting on the door. 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 pay the rent or file an Application for Dispute Resolution to dispute the Notice to End Tenancy.

The Landlord submitted evidence alleging there is a long history of the Tenant paying her rent late and not paying the entire amount.

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 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. I also accept the evidence of the Landlord that the Tenant has been repeatedly late paying rent and has not paid her rent in full, resulting in the Notice to End being issued.

I find that the Landlord is entitled to an order of possession effective **at 1:00 p.m. June 30, 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 **\$162.00** comprised of unpaid rent of \$112.00 and the \$50.00 fee paid by the Landlord for this application. I order that the Landlord may retain **\$162.00** from the security deposit and interest held in satisfaction of the monetary claim.

Conclusion

The Tenant failed to pay 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, April 21, 2010. The Landlord is granted an Order of Possession, and may keep \$162.00 from the security deposit and interest

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: June 04, 2010.

Dispute Resolution Officer