

DECISION

Dispute Codes:

OPR, MNSD, 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, and an order to retain the security deposit in partial satisfaction of the monetary claim.

The executrix for the estate of the respondent attended, along with the landlord's representative. Both parties provided evidence to this matter. The style of cause has been altered to reflect the named respondent as the estate of the respondent – duly changed.

At the outset of the hearing the landlord amended their application - withdrawing all monetary claims expressed in their application.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Background and Evidence

The tenancy began on April 01, 2000. Rent in the amount of \$1045.25 is payable in advance on the first day of each month. The named respondent / tenant is deceased as of October 14, 2009. The respondent's partner still resides in the rental unit under the authority of the respondent and has not paid rent since January of 2010 and on March 17, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rent on the tenant's partner, at the suite. The tenant further failed to pay rent in the month of April and May 2010.

The landlord testified that they seek an order of possession to enable them to vacate the suite of all current occupants – to which the respondent had no objection.

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. Despite the respondent's partner is not a named party to this action, they nonetheless base their occupancy through the respondent.

I make no finding in respect to any security deposit being held by the landlord.

Conclusion

I grant an Order of Possession to the landlord effective 2 days from the day it is served on the tenant / estate of the tenant. The tenant / estate of the tenant *and* any occupant of the rental unit must be served with this 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.

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*.