



# Dispute Resolution Services

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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 to recover unpaid rent, and to recover the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with s. 89 of the *Act*, sent via registered mail on November 18, 2010. Mail receipt numbers were provided by the landlord's in evidence. The tenant was deemed to be served the hearing documents on November 23, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord and his wife appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

- Is the landlord entitled to an Order of Possession?
- Is the landlord entitled to a Monetary Order to recover the unpaid rent?

### Background and Evidence

This tenancy started on September 01, 2008. This is a month to month tenancy and rent is \$750.00 per month due on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$300.00 on August 24, 2010.



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The landlord testifies that the tenant did not pay the rent owed for September, October or November, 2010 of \$2,250.00. The landlord issued a 10 Day Notice to End the Tenancy for unpaid rent on November 01, 2010. This was served in person to the tenant on November 01, 2010. The tenant had five days to either pay the outstanding rent or apply for Dispute Resolution or the tenancy would end on November 10, 2010. The tenant did not pay the outstanding rent or dispute the Notice within five days. Since that time the tenant has not paid rent for December, 2010 and the landlord has requested to amend his application to include rent arrears for December to the sum of \$750.00. The total amount of outstanding rent is now \$3,000.00.

The landlord testifies that the tenant has allowed at least four other people and two dogs to reside in the unit with her and the landlord therefore seeks an Order of Possession to take effect as soon as possible to ensure vacant possession of the home.

## Analysis

The tenant did not appear at the hearing, despite having been sent a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I find that the landlord is entitled to recover rent arrears for September, October, November and December 2010 of \$3,000.00. I have allowed the landlords amended application to recover rent arrears for December, 2010 as the tenant was still residing in the unit at that time and would be aware that rent was due for December. The landlord is entitled to recover rent arrears of **\$3,000.00** pursuant to section 67 of the *Act*.

As the landlord has been successful in this matter, he is also entitled to recover the **\$50.00** filing fee for this proceeding pursuant to s. 72(1) of the *Act*. The landlord will receive a monetary order for the balance owing as follows:

Outstanding rent arrears	\$3,000.00
Total amount due to the landlord	3,050.00



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I accept that the tenant was served the 10 Day Notice to End Tenancy for unpaid rent, pursuant to s. 88 of the *Residential Tenancy Act*. The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the outstanding rent within five days nor apply to dispute the Notice to End Tenancy within five days.

Based on the foregoing, I find that the tenant is conclusively presumed, under s. 46(5) of the *Act*, to have accepted that the tenancy ended on the effective date of the Notice and I grant the landlord an order of possession.

## Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$3,050.00**. The order must be served on the tenant and is enforceable through the Provincial Court as an order of that Court.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **two days** after service on the tenant. This order must be served on the tenant and may be filed in the Supreme Court 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*.

Dated: December 09, 2010.

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Dispute Resolution Officer