



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenants having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on June 01, 2010. Rent in the amount of \$1250 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$400. The tenants failed to pay all the rent in the month(s) of June, July, August, September, October and December 2010. The landlord claims that they served the tenants with several Notices to End tenancy for Unpaid Rent, but determined to allow the tenants to continue the tenancy in hopes of eventual payment of the arrears. However, on December 23, 2010 the landlord served the tenants with a notice to end tenancy for non-payment of rent for all of the arrears in the aggregate of \$2419.16. The landlord seeks an Order of Possession.

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**.

The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2469.16**. The security deposit of \$400 will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$2,419.16
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-400.00
Total Monetary Award	\$2,069.16

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. The tenant 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.

I order that the landlord retain the deposit of \$400 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$2069.16**. If necessary, this order may be filed in the Small Claims 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*.