



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      OPR, MND, MNR, FF

### Introduction

This was the hearing of an application by the landlord for an order for possession and a monetary order for unpaid rent. The hearing was conducted by conference call. The landlord attended. The tenant did not call in and did not participate although she was served with the application for dispute resolution and Notice of Hearing sent by registered mail to the tenant at the address of the rental unit on February 2, 2011

### Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Is the landlord entitled to a monetary order for unpaid rent and if so, in what amount?

### Background and Evidence

The rental unit is a house in Surrey. The landlord testified that she met the tenant in August, 2010 and agreed to rent the rental property, a small house to the tenant commencing September 1, 2010. The landlord said that the tenant told her she was having temporary financial difficulties and she agreed to rent the house to the tenant at a reduced initial rent of \$700.00 that would rise to its actual market rent of \$1,000.00 on February 1, 2011.

The landlord gave the tenant a draft tenancy agreement along with the keys to the rental unit in the last week of August. The tenant moved in before September 1, 2010 but she did not pay rent until partway through September. The tenant did not pay a security deposit and she did not sign or return the tenancy agreement. The landlord did not provide a draft copy of the agreement as part of her evidence on this hearing. The tenant did not pay October's rent until the third week of October. She has paid no rent since then and she continues to occupy the rental unit.

The landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent by placing it in the mailbox at the rental unit on December 8, 2010. The tenant did not pay

the outstanding rent within five days of receipt of the Notice and she has not applied to dispute the Notice to End Tenancy.

### Analysis and Conclusion

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Based on that presumption, 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.

The tenant failed to pay rent for November, December, January and February. The evidence established that the monthly rent was \$700.00. I do not have a copy agreement showing that the tenant agreed that the rent would rise to \$1,000.00 in February. I find that the landlord has established a total monetary claim of \$2,800.00 for the four months in question. The landlord is entitled to recover the \$50.00 filing fee for her application for a total claim of \$2,850.00 and I grant the landlord an order under section 67 in the said amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: February 17, 2011.

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