



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes:** OPR, MNR, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent?

### **Background and Evidence**

The tenancy started December, 2009. The monthly rent is \$850.00 due in advance on the first of each month. On February 09, 2011, the landlord served the tenant with a ten day notice to end tenancy for non payment of rent. The landlord filed a proof of service statement signed by a witness that states that the ten day notice to end tenancy was served by posting it on the front door of the rental unit. The tenant denied having received the notice.

The landlord stated that the tenant was repeatedly late paying rent and kept falling behind. The notice states that the tenant owed \$1,290.00 in unpaid rent as of February 09, 2011. The tenant stated that all rent is paid and that she only owes rent for March. The landlord stated that since the notice was served, the tenant made two payments on February 16 and February 20 in the amounts of \$410.00 and \$425.00. Therefore at the time of the hearing, the tenant owed the landlord \$455.00 for February 2011 and \$850.00 for March 2011 for a total of \$1,305.00. The landlord is applying for an order of possession. At the tenants' request he agreed to allow the tenancy to end on March 31, 2011.

### **Analysis**

Based on the sworn testimony of the both parties, I accept the landlord's evidence in respect of the claim.

The tenant received the notice to end tenancy for unpaid rent, on February 09, 2011 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46, to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the notice. Pursuant to section 55(2) I am issuing a formal order of possession effective on or before 1:00 p.m. on March 31, 2011. The Order may be filed in the Supreme Court for enforcement.

I also find that the landlord is entitled to \$1,305.00 for unpaid rent. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective on or before **1:00 p.m. on March 31, 2011**, and a monetary order for **\$1,305.00**.

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: March 07, 2011.

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Residential Tenancy Branch