



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MND, MNR, MNSD, FF, O

Introduction

This is an application by the Landlord for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent and a 1 month notice to end tenancy for cause, a request for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit and to recover the filing fee.

Both parties attended the hearing by conference call and gave affirmed testimony.

At the beginning of the hearing the Landlord stated that he is no longer seeking a monetary order from his claims. The Landlord withdraws his monetary order request and only wishes an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord states that the Tenant was served in person on January 21, 2011 with the 10 day notice to end tenancy and the 1 month notice to end tenancy for cause at the same time. The Tenant confirms receiving the notice. The Landlord states that the Tenant was served with the notice of hearing and evidence documents on March 21, 2011 in person. The Tenant confirms receiving the package.

The Landlord claims that the Tenant has failed to pay rent for the months January, February, March and April 2011. The Landlord stated that the Tenant paid the January rent on February 7, 2011 and is still in rent arrears for 3 months. The Tenant has confirmed not paying the rent stating that she was “cut off from welfare”. The Tenant stated when questioned that she did not pay the rent within 5 days or file an application for dispute resolution when she was served with the notice.

Analysis

Based upon the affirmed testimony of both parties, I am satisfied that the Tenant was properly served with the 10 day notice and the Landlord's notice of hearing and evidence packages. The Tenant has confirmed in her own direct evidence of unpaid rent. The Tenant is deemed to accept that the Tenancy will end. I grant the Landlord an order of possession. The Tenant must be served with the 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.

The merits of the 1 month notice to end tenancy for cause were not explored as the Landlord has established his claim on the 10 day notice to end tenancy for unpaid rent.

Conclusion

The Landlord is granted an order of possession.

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: April 13, 2011.

Residential Tenancy Branch