



Dispute Resolution Services

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 for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on April 1, the tenant did not participate in the conference call hearing.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenant moved into the rental unit on January 10, 2011 at which time he signed a tenancy agreement which stated that the tenancy began on February 1, 2011 and that he was responsible to pay \$600.00 per month in rent. The landlord testified that the tenant was actually only required to pay \$500.00 per month in rent but that she filled out the tenancy agreement in this way at the tenant's request in order to help him obtain more money from the Ministry of Employment and Income Assistance ("MEIA") so he could help pay another tenant's rent. The landlord further testified that even though the tenancy agreement began on January 10, she wrote February 1 on the tenancy agreement so that MEIA would not be aware that they had paid for the tenant to reside at a full month in another location in which he no longer lived.

The landlord testified that the tenant failed to pay \$250.00 in rent for the month of January and \$500.00 in rent for the month of March. She further testified that on March 17 she posted a 10 day notice to end tenancy for unpaid rent on the tenant's door. The tenant further failed to pay rent in April.

The landlord seeks an order of possession and a monetary order for unpaid rent and loss of income.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply 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 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.

As for the monetary order, I find that the landlord has failed to prove that the tenant agreed to pay rent for part of January. I therefore dismiss the claim for \$250.00 in rent for January. I find that the tenant failed to pay rent in the months of March and April and I award the landlord \$1,000.00. The landlord is also entitled to recovery of the \$50.00 filing fee and I award her that sum. I grant the landlord an order under section 67 for \$1,050.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$1,050.00.

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: April 27, 2011

Residential Tenancy Branch