



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This conference call hearing was convened in response to the landlords' application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent.

The landlords participated in the hearing and provided affirmed testimony. C.D. testified that she served the Notice of a Dispute Resolution Hearing to the tenant in person on May 16th, 2011. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession?

Are the landlords entitled to a Monetary Order, and if so for what amount?

Background and Evidence

The month to month tenancy started on September 1st, 2010. The rent was \$450.00 per month and the tenant paid a security deposit of \$50.00.

Landlord C.W. testified that the tenant feels that she is the victim in this matter; she accepted the notice of dispute resolution however questioned why the landlord was doing this. He said that on June 2nd, 2011 the tenant gave him a promissory note that she will be able to pay the rent in full, but did not specify when. The landlord served the tenant with a 10 Day Notice to End Tenancy by posting the notice on the tenant's door

on May 6th, 2011. Since the landlord's monetary claim of \$1040.00 for unpaid rent in his application, he stated that the tenant paid \$300.0; however rent for June has not been paid to date, which brings the claim to \$1190.00.

Analysis

I accept landlord C.H.'s undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 46(5) of the *Residential Tenancy Act* provides that if a tenant who has received a Notice to End Tenancy for non-payment of rent does not pay the rent or makes an application for dispute resolution within 5 days, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. The tenant in this matter has not filed an application for dispute resolution.

Based on the available evidence, I find that the landlords are entitled to an order of possession and a monetary order as claimed.

Conclusion

I grant the landlord an Order of Possession effective two days from the date the order is served upon the tenant.

This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I authorize the landlords to retain the tenant's \$50.00 security deposit for a balance owing of \$1140.00 and pursuant to Section 67 of the Act, I grant the landlords a Monetary Order totalling \$1140.00.

This Order may be registered 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*.

Dated: June 03, 2011.

Residential Tenancy Branch