



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, a monetary order for unpaid rent and to recover the filing fee.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on August 17, 2011, the tenant did not appear. The landlord indicated that she provided a copy of the registered mail receipt by fax, testified that the mail was sent to the address at which the tenant resided and successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act"). Thus the hearing proceeded in the tenant's absence.

The landlord's agent appeared, gave affirmed testimony and was provided the opportunity to present her evidence orally and in documentary form, and make submissions to me.

Issue(s) to be Decided

Has the tenant breached the Residential Tenancy Act (the "Act") or tenancy agreement, entitling the landlord to an Order of Possession and monetary relief?

Background and Evidence

The landlord testified that this month to month tenancy began on December 1, 2010, monthly rent is \$650.00 and a security deposit of \$325.00 was paid by the tenant on November 22, 2010.

The landlord's agent gave affirmed testimony and supplied evidence that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on July 7, 2011, by posting on the door. The Notice stated the amount of unpaid rent was \$2,118.80.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the tenant had five days to dispute the Notice.

I have no evidence before me that the tenant applied to dispute the Notice. The landlord gave affirmed testimony that the tenant has made no payments of rent since the issuance of the Notice, and owed the amount of \$2,768.80, as of August 31, 2011.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant.

I am enclosing an order of possession with the landlord's Decision. This order is a **legally binding, final order**, and may be filed in the Supreme Court of British Columbia should the tenant fail to comply with this order of possession.

I find that the landlord has established a total monetary claim of **\$2,818.80** comprised of outstanding rent of **\$2,768.80** through August 31, 2011, and the **\$50.00** fee paid by the landlord for this application.

I grant the landlord an order pursuant to section 67 of the Residential Tenancy Act (the "Act") for the amount of **\$2,818.80**.

I am enclosing a monetary order for **\$2,818.80** with the landlord's Decision. This order is a **final, legally binding order**, and may be filed in the Provincial Court of British Columbia (Small Claims) should the tenant fail to comply with this monetary order.

The landlord retains the right to file a new application to seek compensation for the September or any other rent which may be due at the end of the tenancy.

Conclusion

The landlord is granted an Order of Possession and is granted a monetary order for the amount of **\$2,818.80**.

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: September 15, 2011.

Residential Tenancy Branch