



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR OPB MNR FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent. The landlord and one of the two named respondents, MM, participated in the teleconference hearing.

The landlord named two respondents, MM and NC, as tenants on their application. The tenancy agreement names MM as a subtenant of NC. The landlord confirmed that NC no longer resides in the rental unit. The tenancy agreement for MM is a month-to-month tenancy beginning October 1, 2009, the date MM moved into the rental unit. The landlord did not provide a copy of NC's tenancy agreement. As only a fixed-term tenancy can only be sublet or assigned, I find that NC's tenancy ended and MM's tenancy began on October 1, 2009. I therefore removed NC as a respondent in this application.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on October 1, 2009. Rent in the amount of \$720 is payable in advance on the first day of each month. The tenancy agreement does not refer to a parking fee, but the landlord testified that the tenant is responsible for a monthly parking fee of \$60 per month.

The landlord testified that for several months the tenant did not pay rent, and on September 2, 2011 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The notice indicates that as of that date, the tenant owed \$10,920 in unpaid rent. The tenant made no further payments toward rent after receiving the notice. The landlord did not provide a detailed statement of accounts to establish the amount of unpaid rent owing.

The tenant acknowledged that she was only making partial payments of rent for several months, and that she did not make any rent payments after she received the notice to end tenancy. However, she believed that the monetary amount set out on the notice was incorrect “by a month or two.”

Analysis

The tenant acknowledged that she owes a substantial amount of unpaid rent and has not paid the outstanding rent. The tenant received the notice to end tenancy but has not applied 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.

In regard to the monetary claim, I find that the landlord has not provided sufficient evidence to confirm the amount of unpaid rent owed by the tenant. I therefore dismiss that portion of the landlord’s claim with leave to reapply.

As the landlord’s application was only partially successful, I find they are not entitled to recovery of the filing fee for the cost of their application.

Conclusion

I grant the landlord an order of possession effective two days from service. 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 landlord’s monetary claim is dismissed with leave to reapply.

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: October 27, 2011.

Residential Tenancy Branch