



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR and FF

### Introduction

This application was brought by the landlord on October 17, 2011 seeking an Order of Possession pursuant to a Notice to End Tenancy for unpaid rent served by posting on the tenant's door on October 2, 2011. The landlord also sought a Monetary Order for the unpaid rent and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing by registered mail sent on October 18, 2011, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

At the commencement of the hearing, the landlord advise that he had found the rental unit abandoned on October 23, 2011 and was able begin a new tenancy on November 1, 2011. Therefore, the landlord withdrew the request for an Order of Possession.

### Issue(s) to be Decided

This application now requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid rent and recovery of the filing fee.

### Background and Evidence

This tenancy began on November 1, 2010. Rent was \$1, 200 per month and the landlord holds a security deposit of \$600 paid on October 7, 2010.

During the hearing, the landlord gave evidence that the Notice to End Tenancy of October 2, 2011 had been served when the tenant had failed to pay \$1,200 rent due on October 1, 2011.

The landlord stated that the October rent remains unpaid and that when he went to check on the rental unit on October 23, 2011, he found the door and window left open, the tenant's belongings had been removed, and the unit was in a state of disarray.

### Analysis

Section 26 of the *Act* provides that tenants must pay rent when it is due irrespective of any grievances the tenants may have for which other remedies are available.

Section 46 of the *Act* provides that a landlord may issue a Notice to End Tenancy for unpaid rent on a day after the rent is due. The tenant may cancel the notice by paying the overdue rent or make application to dispute the notice within five days of receiving it.

In this instance, I find that the tenant did not pay the rent within five days of receiving the notice and did not make application to dispute it. Therefore, I find that the tenancy ended on the effective date of the Notice to End Tenancy which, taking into account for three days deemed service for document served by positing would have been October 15, 2011.

In the absence of any evidence to the contrary, I find that the landlord is entitled to a Monetary Order for \$1,200 for the rent for October plus recovery of the \$50 filing fee for this proceeding.

### Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for **\$1,250.00**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: November 08, 2011.

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Residential Tenancy Branch