



# Dispute Resolution Services

Page: 1

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 and to recover the filing fee.

The parties appeared, gave affirmed testimony and were provided the opportunity to present evidence orally and in documentary form, to respond each to the other 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 one year, fixed term tenancy began on April 1, 2011, is set to end on March 31, 2012, monthly rent is \$1,600.00, and a security deposit of \$800.00 was paid by the tenant at the beginning of the tenancy, on or about March 24, 2011.

The landlord gave affirmed testimony and supplied evidence that on December 8, 2011, the tenant was served with two 10 Day Notices to End Tenancy for Unpaid Rent (the “Notice”), by personal delivery. One Notice stated the amount of unpaid rent for November 2011, was \$1,600.00. The other Notice stated that the amount of unpaid rent for December 2011, was \$1,600.00.

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

The tenant confirmed that he did not dispute the Notices, and did not make full rent payments. The parties agree that since issuance of the Notices, the tenant made payments of rent in the amount of \$1,100.00 towards the unpaid rent of \$1,600.00 for November, and that he has not made a rent payment for December 2011, or January 2012.

The parties agree that the tenant currently owes unpaid rent of \$3,700.00 through the date of the hearing.

### 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 **\$3,750.00** comprised of outstanding rent of **\$3,700.00** and the **\$50.00** filing fee paid by the landlord for this application.

I grant the landlord a monetary order under authority of section 67 of the Act for the amount of **\$3,750.00**.

I am enclosing a monetary order for **\$3,750.00** 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.

### Conclusion

The landlord is granted an Order of Possession and is granted a monetary order for **\$3,750.00**.

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: January 10, 2012.

---

Residential Tenancy Branch