



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

Both parties attended the teleconference hearing and participates with their testimony

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began December 2011. Rent in the amount of \$1100.00 is payable in advance on the first day of each month. The tenant failed to pay all of rent and on November 09, 2012 the landlord served the tenant with a notice to end tenancy for non-payment of rent in the aggregate amount of \$2250.00. The tenant further failed to pay rent in the month of December 2012. The quantum of the landlord's monetary claim is for unpaid rent in the sum of \$3350.00.

The tenant testified that they vacated the rental unit in September 2012. The tenant did not give the landlord written notice to end the tenancy, but following a verbal discussion with the landlord allowed their brother to move into the rental unit. Neither the tenant nor their brother entered into a written agreement with the landlord, and the landlord

testified that they did not allow the tenancy to be sublet or assigned. The tenant testified that to the best of their knowledge, none of the claimed rent has been paid.

### **Analysis**

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and 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**.

I also find that the landlord has established a monetary claim for \$3350.00 in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$3400.00**.

### **Conclusion**

**I grant** an Order of Possession to the landlord **effective 2 days** from the day it is served on the tenant. The tenant must be served with this **Order of Possession** and it is also effective in respect to any person claiming possession or occupation through the tenant. Should the tenant or any occupant of the rental unit 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.

**I grant** the landlord an Order under Section 67 of the Act for the amount of **\$3400.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

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: December 18, 2012

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Residential Tenancy Branch