



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on January 21, 2013, Canada tracking numbers were provided as evidence, the tenants did not appear. I find that the tenants have been duly served in accordance with the Act.

The landlord gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Preliminary Issues

In this case, the landlord has named two tenants in the Application for Dispute Resolution. However, the tenancy agreement filed into evidence does not include the tenant (LT). As a result, I find the tenant (LT) is not a tenant under the Act and is merely an occupant, with no legal rights or obligation under the Act. The name (LT) was removed from the style of cause.

Further, the tenancy agreement filed in evidence provides the full spelling of the tenant's (EM) name, the landlord requested an amendment to the style of cause to include the full spelling of the tenant's (EM) name. I find the amendment is appropriate and the style of cause was amended.

This hearing proceeded against the tenant (EM).

Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent on December 21, 2012, by posting to the door of the rental unit, which was witnessed. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord testified the tenant was in rent arrears in the amount of \$1,010.00 as of December 21, 2012. The landlord stated the tenant also failed to pay rent for January 2013 and February 2013. The landlord seeks to recover unpaid rent the amount of \$2,610.00.

Analysis

Based on the above, the 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. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of **\$2,660.00** comprised of unpaid rent and the \$50.00 fee paid by the landlord for this application. I grant the landlord an order under section 67 for the balance due. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession. The landlord is granted a monetary order for the balance due.

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: February 12, 2013

Residential Tenancy Branch

