



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR MNR 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 participated in the hearing each provided testimony. The male tenant acknowledged they are the respondent named in this action. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. I have benefit of the tenancy agreement and the 10 Day Notice to End Tenancy for Unpaid Rent. The tenant testified they are still residing in the unit.

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 following is undisputed. The tenancy began on February 01, 2013. Rent in the amount of \$2500.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord *did not* collect a security deposit from the tenant. The tenant failed to pay the first month's rent of 2500.00 and on February 18, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of March 2013. The tenant acknowledged that no rent or other monies has been paid in respect to this tenancy. The quantum of the landlord's monetary claim is for the unpaid rent in the sum of \$5000.00.

Analysis

Based on the testimony of both parties and the document evidence 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 **\$5000.00** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$5050.00**.

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**. 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.

I grant the landlord a Monetary Order under Section 67 of the Act for the amount of **\$5050.00**. 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: March 18, 2013

Residential Tenancy Branch