



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC.
and [tenant name suppressed to protect privacy]

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, and a monetary order for unpaid rent.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on May 7, 2013, a Canada post tracking number was provided as evidence, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

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

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?

Background and Evidence

Based on the testimony of the landlord's agent, I find that the tenant was served with a notice to end tenancy for non-payment of rent on April 14, 2013, 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. Filed in evidence is a copy of the notice.

The landlord's agent testified that the tenant did not pay rent within five days and did not dispute the notice. The agent stated on May 13, 2013, the tenant paid rent in cash for

April 2013 and they provided a receipt for use and occupancy only. Filed in evidence is a copy of the receipt.

The landlord testified that the tenant also paid rent by cheque for May on May 13, 2013, and they provided a receipt for use and occupancy only. The landlord stated the cheque was returned by the bank for insufficient funds. The landlord seeks to recover unpaid rent for May 2013, in the amount of 283.82 and \$25.00 for the insufficient fund fee charged by the bank. Filed in evidence are copies of the receipts for April and May 2013, rent.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant did not pay the outstanding rent within five days and did not apply to dispute the Notice and is therefore conclusively presumed under section 39(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

The tenant paid April and May 2013, rent on May 13, 2013, and the landlord issued a receipt for use and occupancy only. The tenant's rent cheque issued for May 2013 was returned by the bank for insufficient funds.

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 \$358.82 comprised of rent unpaid rent for May 2013, the insufficient fund fee and the \$50.00 fee paid by the landlord for this application. I grant the landlord an order under section 60 of the Act.

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 within five days 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 in the above amount.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: May 31, 2013

Residential Tenancy Branch

