



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bluewheels Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, FF

Introduction

This hearing was convened in response to an amended 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 hearing and were given opportunity to present relevant evidence and testimony in respect to the claim and to make relevant prior submission to the hearing and participate in the conference call hearing. Prior to concluding the hearing the parties acknowledged they had presented all of their *relevant* evidence.

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 tenant testified they still reside in the rental unit. The hearing had benefit of the tenancy agreement; the landlord's Notice to End; and landlord's Proof of Service.

The tenancy began on April 01, 2013. Rent in the amount of \$5300.00 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 rent in the first month of the tenancy and on April 09, 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 May 2013. The parties each acknowledged that no rent for this tenancy has been paid. The quantum of the landlord's monetary claim is for the arrears of \$10,600.00, and an immediate Order of Possession.

Analysis

Based on the testimony of both parties 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 **\$10,600** in unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee, for a total entitlement of **\$10,700**.

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 an Order under Section 67 of the Act for **\$10,700.00**. 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: May 16, 2013

Residential Tenancy Branch