



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPB, 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. A Monetary Order for compensation – Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

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 are agreed facts: The tenancy began on February 14, 2013. Rent of \$500.00 is payable in advance on the first day of each month. During the tenancy, the Tenant agreed that the Landlord could retain the security deposit to pay outstanding rent. The Tenant later accumulated rental arrears and failed to pay rent for August 2013 and on August 13, 2013 the Landlord personally served the Tenant with a 10

notice to end tenancy for unpaid rent (the "Notice"). The Tenant owes \$1,900 in unpaid rent to date. The Landlord requests an Order of Possession effective October 31, 2013.

Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent (the "Notice") the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Based on the agreed facts I find that the Tenant was served with a valid Notice. The Tenant has not filed an application to dispute the Notice and has not paid the outstanding rent. Given these 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 **\$1,900.00** in unpaid rent. The Landlord is entitled to recovery of the \$50.00 filing fee for a total monetary amount of **\$1,950.00**.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. on October 31, 2013. **I grant** the Landlord an order under Section 67 of the Act for **\$1,950.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: October 22, 2013

Residential Tenancy Branch