



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession and a monetary order. Although served with the Application for Dispute Resolution and Notice of Hearing on September 16, 2013, by personal service the Tenants did not appear.

Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, upon what terms?
- Is the landlord entitled to a monetary order and, if so, in what amount?

Background and Evidence

This month-to-month tenancy commenced at the beginning of 2007; the landlord did not have the exact date. As of the date of the hearing the monthly rent was \$1040.00, due on the first day of the month. The tenants paid a security deposit of \$500.00 at the start of the tenancy.

The landlord testified that the tenant was served with a 10 Day Notice to End Tenancy for Non-Payment of Rent on September 2, 2013, by personal service. That document includes information advising the tenant that the notice is cancelled if the tenant paid the arrears of rent within five days. It also advises that the tenant has five days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. The landlord testified that the tenant did neither.

The landlord testified that since January 1, 2013, the tenants have made three payments totaling \$4400.00 and that as of the date of the hearing the arrears total \$6100.00.

The landlord also testified that in March of 2013 he made a personal loan to the tenant in the amount of \$512.50. A copy of the promissory note given to the landlord by the tenant was filed as part of the landlord's evidence.

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 *Residential Tenancy Act* 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 effective two days after service on the Tenant.

I find that the landlord has established a total monetary claim of \$6712.50 comprised of arrears of rent in the amount of \$6100.00; unpaid personal loan in the amount of \$512.50, and the \$100.00 fee paid by the landlord for this application. I order that the Landlord retain the deposit of \$500.00 and interest on the deposit which is estimated at \$15.00, in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due o f \$6197.50.

Conclusion

- a. An order of possession effective two days after service on the Tenant has been granted. If necessary, this order may be filed in the Supreme Court and enforced as an order of that Court.
- b. A monetary order in favour of the landlord in the amount of \$6197.50 has been granted. If necessary, it may be filed in the Provincial Court (Small Claims) 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 04, 2013

Residential Tenancy Branch

