



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FAIR LABEL ENTERPRISES LTD
and [tenant name suppressed to protect privacy]

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 with their submissions, document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

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 tenancy began in 1991. According to the tenancy agreement, rent in the amount of \$695.00 is payable in advance on the first day of each month. The tenant failed to pay all rent owed to October 31, 2013 and then failed to pay the rent on November 01, 2013. On November 05, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent stating that on November 01, 2013 the tenant owed a total of \$1910.00. On November 15, 2013 the tenant paid \$695.00 which the landlord accepted for *use and occupancy only* and provided a receipt to this effect. The parties agree that since then the tenant paid an additional \$100.00, leaving arrears of rent to

the date of this hearing in the amount of \$1115.00. The tenant further failed to pay rent for the month of December 2013 when due, according to the tenancy agreement. The landlord's monetary claim is for all the unpaid rent to date.

Analysis

Based on the testimony and document evidence before me 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 all 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. I find that the landlord is entitled to an **Order of Possession**.

Having determined that the tenancy is ending, the parties agreed to have a meeting between the tenant and the owner of the rental unit before the end of December 2013 to attempt to resolve the matters of this tenancy in dispute.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The landlord has chosen not to request the security deposit; and, as the parties may resolve their dispute at a later time, I am not offsetting the monetary award with the security deposit held in trust, and therefore it must be administered according to Section 38 of the Act at the end of the tenancy.

Calculation for Monetary Order

Rent arrears to November 30, 2013	\$1115.00
Rent for December 2013	695.00
filing fee	50.00
Total monetary award	\$1860.00

Conclusion

The landlord is being given an **Order of Possession** effective **2 days from the day it is served on the tenant**. If the landlord determines to end the tenancy the tenant must be served with this Order. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and can only be enforced as an Order of that Court.

I grant the landlord a **Monetary Order** under Section 67 of the Act for the amount of **\$1860.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court. **Any payments by the tenant to the landlord made after the date of this Decision reduces the Monetary Order by the same amount.**

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: December 13, 2013

Residential Tenancy Branch