



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pleoja-Brothers Ent. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      AAT MT OPT

### Introduction

This hearing dealt with an application by the tenant to cancel a Notice to End Tenancy for Unpaid Rent, and an application by the landlords for an order of possession and a monetary order for unpaid rent and to recover their RTB filing fee.

The landlord's representative attended the hearing, however the tenant did not attend.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Unpaid Rent be cancelled?

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

### Background and Evidence

The landlord gave evidence that the parties entered into a tenancy agreement over a year ago. The tenancy agreement was not put in writing, however the tenant is obligated to pay \$625.00 in rent in advance on the first of each month, and she also paid a security deposit of \$312.50.

The landlord gave evidence that she served the tenant with a Notice to End Tenancy for Unpaid Rent (the "Notice") by posting it on the tenant's door on December 2, 2013. The Notice states the tenant owes \$625.00 in rent that was due on December 1, 2013; the effective date of the Notice is December 12, 2013. Section 90 of the Act provides that because the Notice was posted on the tenant's door, the tenant is deemed to have received the Notice three days later on December 5, 2013.

The landlord's representative gave evidence that the tenant has not paid any rent for December 2013 or for January 2014. The tenant has not vacated the rental unit.

### Analysis

The tenant made an application to cancel the Notice, however she did not attend the hearing. The tenant's application is dismissed.

I accept the landlord's undisputed evidence that the tenant did not pay rent for December 2013 or for January 2014. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

The landlords are entitled to their claim of \$625.00 in unpaid rent. The landlords are further entitled to recoup their RTB filing fee of \$50.00. A total of \$675.00 is due to the landlords from the tenant. The landlords may retain the security deposit of \$312.50 in partial satisfaction of the claim. I therefore grant the landlord an order under Section 67 for the balance due of \$362.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### Conclusion

I grant the landlords an order of possession and a monetary order of \$362.50. The landlord is also entitled to retain the security deposit. The tenant's application is dismissed.

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: January 21, 2014

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Residential Tenancy Branch

