



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 by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, damages and the filing fee. The notice of hearing was served on the tenant on December 18, 2013 by registered mail. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

This landlord made a similar application for an order of possession and a monetary order for unpaid rent in November 2013. On November 27, 2013, the landlord's application was granted. Upon receiving the decision and orders the landlord noticed that the rental address that he had provided was incorrect and therefore he was unable to enforce the orders.

The landlord has also applied for the cost to repair and clean up the rental unit. Since the tenancy has not yet ended and the landlord was not in a position to provide accurate information regarding the quantum of damage, I dismiss this portion of his application with leave to reapply after the tenant moves out.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee?

Background and Evidence

The tenancy started on July 01, 2012. The rent is \$750.00 due on the first of each month. The landlord testified that the tenant failed to pay rent for August and on August 28, 2013; the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice and did not pay rent. The tenant continued to occupy the rental unit for the months of September and October 2013 without paying rent. On October 02, 2013, the landlord served the tenant with a ten day notice to end tenancy.

The tenant did not dispute the notice and continued to occupy the rental unit without paying rent. At the time of the hearing the tenant owed the landlord rent for the months of August to January 2014 for a total of \$4,500.00.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received a second notice to end tenancy for unpaid rent, on October 02, 2013 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to \$4,500.00 for unpaid rent. Since the landlord has proven his case, he is also entitled to the filing fee of \$100.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for \$4,600.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective **two days after service** on the tenant and a monetary order in the amount of **\$4,600.00**.

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 10, 2014

Residential Tenancy Branch

