



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING SOCIETIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, 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. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided evidence for the registered mail inclusive of the tracking number. The landlord was 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 tenancy began on October 01, 2000. Rent in the amount of \$1252.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$535.94 which the landlord retains in trust. The tenant failed to pay all rent and on December 04, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent in the aggregate amount of \$3367.00, by posting it on their door – deemed received December 07, 2013. The tenant further failed to pay rent in the month of January 2014, however provided the landlord with \$1300.00 on January 07, 2014. The landlord's monetary claim is for the rent arrears to date and an Order of Possession.

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 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**.

I also find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee. All applicable security deposit will be off-set. Therefore, ***Calculation for Monetary Order:***

Rental Arrears to December 04, 2013	\$3367.00
Rent for January 2014	1252.00
Filing fee	50.00
<i>Less amount paid January 07, 2014</i>	<i>-1300.00</i>
<i>Less applicable security deposit and applicable interest</i>	<i>-574.46</i>
Total monetary award	\$2794.54

Conclusion

I grant an Order of Possession to the landlord **effective 2 days** from the day it is served on the tenant. 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 enforced as an Order of that Court.

I Order that the landlord retain the deposit and applicable interest in the total of \$574.46 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$2794.54**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

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: January 13, 2014

Residential Tenancy Branch