



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Regent Hotel  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute codes      OP MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenant did not appear although he was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on November 21, 2013.

### Issues

Is the landlord entitled to an order of possession?  
Is the landlord entitled to a monetary order?

### Background and Evidence

This tenancy began on August 31, 2013. The rent is \$470.00 due in advance on the first day of each month. The tenant paid a security deposit of \$235.00 at the start of the tenancy. The tenant did not pay the full rent for September when it was due. He paid \$373.00, leaving \$97.00 unpaid. The tenant promised to pay the arrears, but when they had not been paid by November, the landlord's representative personally served the tenant with a Notice to End Tenancy for non-payment of rent on November 2, 2013. The tenant paid December rent, but not the arrears. The landlord accepted the rent and issued a receipt for "use and occupancy only". The tenant has not paid rent for January, the arrears are still outstanding and he did not file an application to dispute the Notice to End Tenancy.

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

*Order of Possession* - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

*Monetary Order and Security Deposit* - I find that the landlord has established a total monetary claim of \$97.00 for the outstanding arrears from September. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$147.00 and I grant the landlord an order under section 67 in the said amount. This order may be filed in the Small Claims Court 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: January 16, 2014

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Residential Tenancy Branch

