



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNR, FF, O

### **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 testimonial evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *posting it* on the tenant's door on January 05, 2014 in accordance with Section 89(2) of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

At the outset of the hearing the landlord requested to amend the style of cause to reflect the addition of a subsequent occupant of the rental unit with whom the landlord does not have a contractual agreement. I do not have benefit of a copy of the tenancy agreement. As a result of all the above I decline to amend the style of cause. It must be noted that any Order respecting occupancy would be inclusive of all occupants of the rental unit.

### **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 26, 2013. The tenant still resides in the unit. Rent in the amount of \$595.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord did not collect a security deposit from the tenant.

The tenant failed to pay rent in the month(s) of December 2013 and on December 09, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent stating that the amount of rent due December 01, 2013 was in the total of \$595.00. The tenant further failed to pay rent in the month of January 2014.

### **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 further find the landlord has established a monetary claim for unpaid rent in the sum of \$1190.00. The landlord is also entitled to recovery of the \$50 filing fee for a total award of **\$1240.00**.

### **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 in any manner prescribed in Section 88 of the Act. 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 grant** the landlord an Order under Section 67 of the Act for the amount of **\$1240.00**. 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 14, 2014

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Residential Tenancy Branch

