



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      OP MNR 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 called in and participated in the hearing. The tenant did not appear although she was served with the Application for Dispute Resolution and Notice of Hearing by leaving a copy with an occupant at the rental unit. The tenant acknowledged to the landlord that she received the application for dispute resolution and, pursuant to section 71(2) of the *Residential Tenancy Act* I find that the tenant has been sufficiently served with the application and notice of the hearing.

### Issues

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

### Background and Evidence

This tenancy began in November, 2013. The rent is \$1,550.00 due in advance on the first day of each month. The tenant paid a security deposit of \$775.00 on October 24, 2013. The tenant did not pay all the rent for November and did not pay rent for December when it was due. On December 5, 2013 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent by registered mail and by handing a copy to the tenant. Since she received the Notice to End Tenancy the tenant paid arrears of rent for November and part of the rent for December. There is \$1,300.00 outstanding for December's rent and no rent has been paid for January. The tenant 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* – The tenant is aware that January rent has not been paid, I therefore allow the landlord to include a claim for January rent in this application. I find that the landlord has established a total monetary claim of \$2,850.00 for the outstanding rent for December and January. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2,900.00 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 10, 2014

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Residential Tenancy Branch

