



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNR, 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.

Both parties participated in the hearing with their submissions, document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

### **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 December 2012. Rent in the amount of \$350.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month of December 2013 and the landlord claims that on December 23, 2013 they served the tenant with a notice to end tenancy for non-payment of rent (the Notice) due on December 01, 2013 by leaving it with an adult who apparently resides on the same residential property. The parties agree the landlord also provided the tenant with the same Notice on January 06, 2014. The tenant agrees they did not pay the rent in December and further failed to pay rent in the months of January and February 2014. The landlord's monetary claim is for all the unpaid rent to date. The tenant claims they are vacating at the end of February 2014 and the landlord agrees the tenancy could end on the same date if entitled to 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 which they received January 06, 2014, and I find the notice to be valid. The tenant has not paid the outstanding rent due from December 01, 2013 onward 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 – 10 days after receiving the Notice, or January 16, 2014. As a result, I find that the landlord is entitled to an **Order of Possession**, as agreed by the landlord to be February 28, 2014.

I also find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. ***Calculation for Monetary Order is as follows:***

Rental arrears for December 2013	\$350.00
Rent for January and February 2014	\$700.00
Filing fee	50.00
<b>Total monetary award to landlord</b>	<b>\$1100.00</b>

## **Conclusion**

**I grant an Order of Possession** to the landlord effective February 28, 2014. 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 grant** the landlord an Order under Section 67 of the Act for the amount of **\$1100.00**. 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: February 04, 2014

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Residential Tenancy Branch

