



# Dispute Resolution Services

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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.

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 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 June 01, 2013. Rent in the amount of \$1400.00 is payable in advance on the thirty first day before each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$700.00 which they retain in trust. The tenant failed to pay rent in the month of December 2013 for the month of January 2014 and on January 02, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent for January 2014. The landlord testified that the tenant still resides in the unit and further failed to pay rent in the month of February 2014. The quantum of the landlord's monetary claim is for the unpaid rent.

### **Analysis**

Based on the landlord's testimony I find that the tenant was served with a Notice to End

tenancy for non-payment of rent. I accept the Notice to End was dated to reflect that the intended date as January 02, 2014 (vs 2013), and on that basis 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.

Based on the above facts I find that the landlord is entitled to an **Order of Possession**.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee. The security deposit will be off-set from the award made herein.

***Calculation for Monetary Order***

Rental arrears for January and February 2014	\$2800.00
Filing fee for the cost of this application	50.00
Less Security Deposit	-700.00
<b>Total Monetary Award</b>	<b>\$2150.00</b>

**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 of Possession**. 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 security deposit of \$700.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$2150.00**. 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

