



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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DECISION

Dispute Codes:

OPR, 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 for unpaid rent - Section 55;
2. 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 on January 15, 2014. Rent in the amount of \$850.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$425.00. The tenant failed to pay rent in the month of March 2014 and on March 06, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant acknowledges the rent was not paid despite their attempt to do so, and they did not make an application to dispute the notice when their attempt to pay the rent was unsuccessful.

The landlord does not seek the unpaid rent for March 2013 – solely seeking an Order of Possession.

Analysis

Based on the testimony of both parties and the 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. Despite the tenant's claimed effort, the tenant has not paid the outstanding rent and did not apply for Dispute Resolution to dispute the notice within the prescribed time to do so and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice – March 16, 2014. As a result, I find that the landlord is entitled to an **Order of Possession**. The landlord is also entitled to recovery of the \$50.00 filing fee.

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. 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 may retain **\$50.00** from the tenant's security deposit in satisfaction of the filing fee. The balance of the filing fee must be administered in accordance with the Act.

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: March 27, 2014

Residential Tenancy Branch

