



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR

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;

I accept the landlord's evidence that despite the tenant having been *personally* served on March 18, 2014 with the application for dispute resolution and notice of hearing 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. The landlord advised the tenant still resides in the unit. The style of cause reflects the landlord's application in respect to the named tenants, both at the same dispute address.

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 in February 2011. 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 which the landlord retains in trust. The tenant failed to pay rent all rent for January 2014 and did not pay any rent in the month of February and March 2014 and on March 03, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to their door. The landlord's monetary claim is for the unpaid rent totaling \$2000.00. The landlord also seeks an Order of Possession.

Analysis

Based on the undisputed 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. As a result, I find that the landlord is entitled to an **Order of Possession**.

I also find that the landlord has established a monetary claim for unpaid rent. Any security deposit will be off-set from the award made herein.

Therefore, calculation for Monetary Order:

Unpaid rent for January 2014	\$300.00
Unpaid rent for February 2014	850.00
Unpaid rent for March 2014	850.00
<i>Less applicable security deposit</i>	<i>-425.00</i>
Total monetary award	\$1575.00

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. 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 deposit the amount of \$425.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$1575.00**. 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: March 25, 2014

Residential Tenancy Branch