



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OPR, MNR

### Introduction

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. For an order of possession for non-payment of rent, issued on February 2, 2014;  
and
2. For a monetary order for unpaid rent;

The tenant's application is seeking orders as follows:

1. To cancel a notice to end tenancy for cause, issued on January 21, 2014.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

### Preliminary matter

The tenant (GH) has listed a co-tenant in their application. However, that applicant is not listed as a tenant in the tenancy agreement. Therefore, the applicant (DB) has been removed from the style of cause.

### Issues to be Decided

Is the landlord entitled to an order of possession for non-payment of rent?

Is the landlord entitled to a monetary order for unpaid rent?

Should the notice to end tenancy for cause be cancelled?

### Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent on February 2, 2014, by posting to the door. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The tenant acknowledged that he received the notice to end tenancy for non-payment of rent. The tenant acknowledged that rent was not paid in full within 5 days as required and rent in the amount of \$465.00 is owed for February 2014, and that he has not paid any rent for March 2014.

The landlord's agent stated the total outstanding rent is \$1,330.00.

### Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

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.

I find that the landlord has established a total monetary claim of **\$1,330.00** comprised of unpaid rent for February 2014 and March 2014.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

As the tenancy has legally ended on the basis of non-payment of rent, I find it is not necessary to hear the merits of tenant's application to cancel the notice to end tenancy for cause. Therefore, I dismiss the application without leave to reapply.

### Conclusion

The tenant's application to cancel the notice to end tenancy for cause, issued on January 21, 2014, is dismissed.

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession and a monetary order in the above amount.

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 14, 2014

---

Residential Tenancy Branch

