



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rockwell Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened to address an application by the landlord for an order of possession and a monetary order. Despite having been personally served with the application for dispute resolution and notice of hearing on February 18, 2014, the tenant did not participate in the conference call hearing.

At the hearing, the landlord asked to amend his claim to include a claim for rent due in the month of March. I find that the tenants should reasonably have known that the landlord could not re-rent the unit while he was still living therein and I allow the amendment.

Issues to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in July 2013 at which time the tenant paid a \$400.00 security deposit. Rent of \$800.00 is due in advance on the first day of each month. In February 2014, the tenant paid just \$275.00 of his rent and on March 2, the landlord personally served him with a 10 day notice to end tenancy for unpaid rent (the "Notice"). The tenant further failed to pay rent in March.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was obligated to pay \$800.00 on the first day of each month. I find that the tenant failed to pay the full amount of rent due in the month of February and I find that the tenant received the

Notice on February 2. The tenant failed to pay the rental arrears within 5 days and did not apply to dispute the notice and is therefore conclusively presumed 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 which must be served on the tenant and is enforceable through the Supreme Court.

I find that the landlord is entitled to recover the \$525.00 owing for the month of February. I further find that the landlord is entitled to occupational rent for the month of March as well as the \$50.00 filing fee paid to bring this application for a total entitlement of \$1,375.00. I order the landlord to retain the \$400.00 security deposit in partial satisfaction of the claim and I grant him an order under section 67 for the balance of \$975.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$975.00.

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: April 03, 2014

Residential Tenancy Branch

