



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent.

The landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that she served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on February 25, 2014. I find the tenant was properly served.

### Issue(s) 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 gave evidence that the tenancy began on January 7, 2014 and she did not require the tenant to pay rent for the month of January 2014. The landlord's evidence is that the tenancy agreement required the tenant to pay \$1,000.00 rent monthly in advance on the first day of the month. The landlord says the tenant was also required to pay a security deposit but he did not do so.

The landlord gave evidence that she served the tenant with a Notice to End Tenancy for Unpaid Rent (the "Notice") on February 8, 2014 by posting the Notice on the tenant's door. Section 90 provides that a notice served in this manner is deemed to have been received by the tenant three days later, on February 11, 2014.

The Notice states the tenant failed to pay \$1,000.00 in rent that was due on February 1, 2014.

The landlord gave evidence that the tenant has made no payments since the Notice was served. She does not know whether the tenant continues to occupy the rental unit.

### Analysis

I find the tenant received the Notice on February 11, 2014. I accept the landlord's evidence that the tenant has made no further payments. According to Section 46(5), if a tenant does not pay the rent or make application for dispute resolution within five days of receiving the Notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. For these reasons, I find that the landlord is entitled to an order of possession. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

I accept the landlord's evidence that the tenant has not advised the landlord that he has vacated the rental unit. For that reason, I find it is appropriate that I allow the landlord to amend her Application for Dispute Resolution to include a claim for March 2014 rent and half of April 2014 rent. The landlord is entitled to recover two and a half months' rent, which totals \$2,500.00. The landlord is also entitled to recover her RTB filing fee of \$50.00.

The total amount due the landlord is \$2,550.00. I grant the landlord a monetary order for that amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### Conclusion

I grant the landlord an order of possession and a monetary order for \$2,550.00.

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 17, 2014

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Residential Tenancy Branch

