



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled to deal with applications from both the tenant and the landlord. The tenant applied to cancel a notice to end tenancy for unpaid rent. The landlord applied for an order of possession, a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement, and to recover the RTB filing fee.

The landlord participated in the teleconference hearing, however the tenant did not attend.

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 provided a copy of the tenancy agreement signed by the parties on December 1 and December 2, 2013. The tenancy agreement indicates the tenancy started December 15, 2013 and the tenant was obligated to pay rent of \$1,600.00 per month in advance on the 15th day of the month. The tenant also paid a security deposit of \$800.00.

The landlord gave evidence that he served the tenant with a Notice to End Tenancy for Unpaid Rent (the "Notice") on February 13, 2014 by posting the Notice on the tenant's door. Section 90 provides that a Notice served in this manner is deemed to be received by the tenant three days later, on February 16, 2014.

The Notice indicates the tenant failed to pay \$4,000.00 in rent that was due on February 1, 2014. The landlord's evidence is that, at the time the Notice was served, the tenant owed \$1,600.00 rent that was due December 15, 2013 and \$1,600.00 rent that was due January 15, 2014.

The landlord's evidence is that the tenant has made no payments since the Notice was served and she continues to occupy the rental unit.

The landlord makes no claim for damage to the rental unit at this time. He will continue to retain the security deposit and will follow the process set out in Section 38 for handling the security deposit.

Analysis

I find the tenant received the Notice on February 16, 2014. I find the Notice specified the incorrect amount of unpaid rent that was owing on the date the Notice was served, because the Notice specified an amount of \$4,000.00 when the actual rent owing at that date was \$3,200.00. It is likely the tenant was aware that she owed two full months' rent at that point in time. For that reason, I find it is appropriate to amend the Notice to specify an unpaid rent amount of \$3,200.00 at February 13, 2014.

The tenant applied to dispute the Notice on February 21, 2014. However, the tenant did not attend the hearing to advance her application. For that reason, the tenant's application is dismissed.

I accept the landlord's evidence that the tenant has not paid any rent since the tenancy started on December 15, 2013. Since the tenant's application to dispute the Notice is dismissed, the tenancy has come to an end. The landlord is therefore 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 continues to occupy the rental unit. For that reason, I find it is appropriate that I allow the landlord to amend his Application for Dispute Resolution to include a claim for rent for the period February 15 through April 30, 2014. The landlord is entitled to recover four and one-half months' rent (December 15, 2013 through April 30, 2014), which totals \$7,200.00.

The landlord is also entitled to recover his RTB filing fee of \$50.00. The total amount due the landlord is \$7,250.00. 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

The tenant's application is dismissed. I grant the landlord an order of possession and a monetary order for \$7,250.00.

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 15, 2014

Residential Tenancy Branch

