



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, a monetary order and an order to recover the cost of the filing fee.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on February 27, 2014, which was witnessed, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

The landlord appeared, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent on February 3, 2014, in person, which was witnessed. 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 landlord stated the tenant did not pay the full amount of rent within five days or dispute the notice to end tenancy.

The landlord stated that after the notice was served, the tenant paid the amount of \$175.00, leaving a balance owing of \$255.00 for February rent.

The landlord stated on March 1, 2014, the tenant paid the full amount of rent due for March, but failed to pay the rent arrears. The landlord stated that they told the tenant that they were not reinstating the tenancy.

The landlords stated the tenant has failed to pay any rent for April 2014, and is currently in rent arrears of \$735.00. The landlord seeks a monetary order and an order of possession. The landlord stated the tenant did not pay a security deposit.

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 **\$785.00** comprised of unpaid rent and the \$50.00 fee paid by the landlord for this application. I grant the landlord an order under section 67 of the Act.

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

Conclusion

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: April 17, 2014

Residential Tenancy Branch

