



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 for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid and to recover the cost of the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on April 3, 2014. A Canada post tracking number was provided as evidence. 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's agent, I find that the tenant was served with a notice to end tenancy for non-payment of rent on March 20, 2104, 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 landlord's agent stated the tenant did not pay the rent within five days and did not dispute the notice.

The landlord's agent stated that the tenant paid March rent on April 7, 2014 and they e notified the tenant that they were not reinstating the tenancy and issued a receipt for use and occupancy.

The landlord's agent stated that the tenant paid both April and May rent and currently there is no outstanding rent as of today's date; however, the tenant was informed that it was for use and occupancy only as they did not want to reinstate the tenancy. The landlord seeks a monetary order to recover the filing fee and an order of possession.

Analysis

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

The tenant did not pay the outstanding rent within five days 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.

Although all rent has been paid for April and May 2014, the landlord was not reinstating the tenancy.

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 is entitled to recover the cost of the filing fee from the tenant in the amount of **\$50.00**. The landlord is granted an order under 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. The landlord is granted 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: May 22, 2014

Residential Tenancy Branch

