



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARK ROYAL VENTURES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and Notice of Hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof of having sent the Notice of Hearing by mail registration. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?
Is the landlord entitled to an Order of Possession?
Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began June 01, 2012. Rent in the amount of \$1357.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month of March 2014 and on March 11, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant did not pay all of the rent owed within the prescribed time to do so, but has since made partial payments toward satisfying the payable rent to date; with the result that the tenant currently remains in inclusive arrears of \$278.00. The landlord's monetary claim is for the unpaid rent and an accompanying Order of Possession.

Analysis

Based on the undisputed testimony and document evidence before me I find that the tenant was served with a Notice to End tenancy for non-payment of rent and I find the

notice to be valid. Despite the tenant's partial payments toward arrears the tenant has not paid all the outstanding rent and did not apply for Dispute Resolution to dispute the Notice to End 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**.

I also find that the landlord has established a monetary claim for the arrears of rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$328.00**.

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. The landlord has discretion as to when they serve the Order; however, if the landlord wishes to end the tenancy the tenant must be served with this Order. Should the tenant then fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I grant the landlord an Order under Section 67 of the Act for the amount of **\$328.00**. *If necessary*, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 12, 2014

Residential Tenancy Branch

