



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, OPR, FF

Introduction

This is an application for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, an application for a Monetary Order for outstanding rent, and a request for recovery of the \$50.00 filing fee.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed April 3, 2014; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order for outstanding rent, and if so in what amount?

Background and Evidence

The applicant testified that:

- There is no written tenancy agreement between himself and the respondent, however the respondent moved into the rental unit in May of 2013 and began paying rent of \$1000.00 per month.

- The tenant failed to pay any rent for the month of July 2013 claiming he had receipts for repairs he had done, however no receipts have ever been given to the landlord.
- The tenant stopped paying rent in February 2014 and has paid no rent since.
- The tenant was served with a 10 day Notice to End Tenancy on March 3, 2014 however the tenant has failed to comply with that notice.
- He is therefore requesting an Order of Possession for as soon as possible and a Monetary Order as follows:

July 2013 withheld	\$1000.00
February 2014 rent outstanding	\$1000.00
March 2014 rent outstanding	\$1000.00
April 2014 rent outstanding	\$1000.00
May 2014 rent outstanding	\$1000.00
Filing fee	\$50.00
Total	\$5050.00

Analysis

Although there is no written tenancy agreement the landlord has provided evidence that shows that the tenant has been paying \$1000.00 per month rent and therefore it's my finding that a tenancy exists with the monthly rent of \$1000.00.

I also accept the landlord's testimony that the tenant withheld the rent for the month of July 2013 without any authorized agent to do so, and without providing any receipts for the alleged repairs. I therefore allow that portion of the landlords claim.

It is also my finding that the landlord has shown that as of today's date there is a total of \$4000.00 in rent outstanding for the months of February 2014 through May 2014 and I therefore also allow that portion of the landlords claim.

I have amended the landlords claim to allow rent for the months of April 2014 and May 2014 as the tenant was fully aware the rent was stilled due while waiting for this hearing.

Further is my finding that the tenant has been served with a valid 10 day Notice to End Tenancy and has failed to comply with that notice and I therefore allow the request for an Order of Possession.

I also allow recovery of the landlords filing fee of \$50.00

Conclusion

I have issued an Order of Possession that is enforceable two days after service on the respondent.

I have issued a Monetary Order in the amount of \$5050.00.

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: May 07, 2014

Residential Tenancy Branch

