



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 registered mail service. 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 landlord testified that the tenant still resides in the rental unit.

The tenancy began December 15, 2013. Rent in the amount of \$695.00 is payable in advance on the first day of each month. The landlord collected a security deposit from the tenant in the amount of \$347.50 which they hold in trust. The tenant failed to pay all the rent owed for 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 by posting it on their door. The tenant further failed to pay rent in the month of April and May 2014. The landlord's monetary claim is for the unpaid rent, and they further seek an 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. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice 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 further find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee. The security deposit will be off-set from the award made herein.

### ***Calculation for Monetary Order***

|                                  |                  |
|----------------------------------|------------------|
| Rental arrears to March 11, 2014 | \$501.00         |
| Rent for April 2014              | 695.00           |
| Rent for May 2014                | 695.00           |
| Filing fee                       | 50.00            |
| <i>Less security deposit</i>     | <i>-347.50</i>   |
| <b>Total monetary award</b>      | <b>\$1593.50</b> |

## **Conclusion**

**I grant an Order of Possession** to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this Order. Should the tenant 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 Order** that the landlord retain the security deposit in the amount of \$347.50 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$1593.50**. 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 13, 2014

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Residential Tenancy Branch

