



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, 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 pursuant to a Notice to End Tenancy for Cause - Section 47;
2. A Monetary Order for unpaid rent - Section 67; and
3. An Order to recover the filing fee - Section 72.

The Landlord and Tenant were each 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?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The following are undisputed facts: the tenancy started on March 1, 2012. Rent of \$500.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$250.00 as a security deposit. The Tenant paid rent later than the first day of the month for February, March, April and May 2014. On May 8, 2014 the Landlord gave the Tenant a one month notice to end tenancy for cause with the stated

reason of repeated late payment of rent. The Tenant owed arrears from March to May 2014 inclusive and paid these arrears on July 4, 2014 following which the Landlord told the Tenant they were still seeking an end to the tenancy. The Tenant has not paid rent for June, July and August 2014. The Tenant did not dispute the notice to end tenancy by making an application for dispute resolution.

The Landlord seeks an order of possession effective August 31, 2014 and a monetary amount of \$1,500.00 in unpaid rent.

Analysis

Section 47 of the Act requires that upon receipt of a Notice to end Tenancy for Cause, the tenant may, within ten days of receiving the notice, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not dispute the Notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must vacate the unit by that date. As the Tenant did not dispute the Notice I find that the Tenant must vacate the unit.

Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the Notice by making an application for dispute resolution and the time for making that application has expired. Based on the undisputed evidence I find that the Tenant was served with the Notice and I find the reason for the Notice to be valid. Given these facts, I find that the Landlord is entitled to an **Order of Possession effective 1:00 p.m. August 31, 2014.**

Further based on undisputed evidence I find that the Landlord has substantiated its entitlement to **\$1,500.00** in unpaid rent. As the Landlord's application has been successful I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,550.00**. Deducting the security deposit of **\$250.00** plus zero interest leaves **\$1,300.00** owed by the Tenant to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord **effective 1:00 p.m. August 31, 2014.**

I grant the Landlord an order under Section 67 of the Act for **\$1,300.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 11, 2014

Residential Tenancy Branch

