



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Confide Enterprises Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This hearing dealt with applications by both the landlord and the tenant. The landlord applied for an order of possession and a monetary order for unpaid rent. The tenant applied to cancel a notice to end tenancy.

Two representatives for the landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that the tenant was personally served with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution on June 26, 2014. I find the tenant was properly served.

Since the tenant did not appear to speak to her application, her application is dismissed.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?  
Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The tenancy agreement signed by the parties on April 3, 2014 indicates the tenancy started May 1, 2014 and was for a fixed term of six months. The tenant is obligated to pay rent of \$900.00 monthly in advance on the first day of the month. The tenant also paid a security deposit of \$450.00.

The landlord gave evidence that they served the tenant with a Notice to End Tenancy for Unpaid Rent (the "Notice") by posting the Notice on the tenant's door on June 7, 2014. Section 90 provides that a notice served in this manner is deemed to be received

three days later. The Notice indicates the tenant failed to pay rent of \$900.00 that was due June 1, 2014, and specifies an effective date, or move-out date, of June 17, 2014.

The landlord gave evidence that the tenant has not made any further payments and continues to occupy the rental unit. The landlord gave evidence that, even once the tenant moves out, they will likely not find suitable new tenants until at least mid-September.

### Analysis

I find the tenant received the Notice on June 10, 2014. I accept the landlord's evidence that the tenant has made no further payments. According to Section 46(5), if a tenant does not pay the rent or make application for dispute resolution within five days of receiving the Notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. For these reasons, I find that the landlord is entitled to an order of possession. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

I accept the landlord's evidence that the tenant continues to occupy the rental unit. For that reason, I find the landlord is entitled to recover unpaid rent for three months (June, July, and August 2014), which totals \$2,700.00. I find the landlord will more likely than not incur a rental loss of \$450.00 for the first half of September, and is entitled to compensation of that amount. The landlord is also entitled to recover their RTB filing fee of \$50.00.

The total amount due the landlord is \$3,200.00. I order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,750.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### Conclusion

I grant the landlord an order of possession and a monetary order for \$2,750.00. The tenant's application is dismissed.

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 19, 2014

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Residential Tenancy Branch

