



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, OPR, MNR, FF

Introduction

This hearing was scheduled to deal with applications from both the tenant and the landlord. The tenant applied to cancel a notice to end tenancy and for an order that the landlord comply with the Act, Regulation, or tenancy agreement. The landlord applied for an order of possession for unpaid rent, a monetary order for unpaid rent, and to recover his RTB filing fee.

A representative for the landlord attended the teleconference hearing and gave evidence. The tenant did not attend. The landlord's representative gave evidence that he served the tenant with the Landlord's Application for Dispute Resolution and Notice of a Dispute Resolution Hearing by registered mail on June 23, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The tenancy agreement indicates the tenancy started October 5, 2013 and the tenant was obligated to pay \$700.00 rent monthly in advance on the first day of the month. The tenant also paid a security deposit of \$350.00.

The landlord gave evidence that he served the tenant with a notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the tenant's door and by sending it by registered mail on June 10, 2014. Section 90 provides that documents served by posting on the tenant's door are deemed to be received three days later.

The Notice states the tenant owed \$800.00 in unpaid rent (\$100.00 from May 2014 and \$700.00 from June 1, 2014) at the date of the Notice. The Notice specifies an effective date, or move-out date, of June 20, 2014.

The landlord gave evidence that the tenant has not made any further payments since the Notice was served, and he continues to occupy the rental unit.

The landlord gave evidence that he is aware of damage such as broken windows. He will need to repair damage before he can re-rent to new tenants, and this is not likely to be complete until the end of August.

Analysis

Since the tenant did not attend the hearing to speak to his application, his application is dismissed.

I find the tenant received the Notice on June 13, 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 the following monetary amounts:

May rent outstanding	100.00
June rent	700.00
July rent	700.00
August rent	700.00
RTB filing fee	<u>50.00</u>
	\$ 2,250.00

The total amount due the landlord is \$2,250.00. I order that the landlord retain the security deposit of \$350.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,900.00. 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 \$1,900.00.

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: August 13, 2014

Residential Tenancy Branch

