



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPC, MNR, FF

Introduction

This was the hearing of an amended application by the landlord for an Order of Possession and a Monetary Order for unpaid rent. The hearing was conducted by conference call. I accept that the tenant was served with the application for dispute resolution and Notice of Hearing by Registered mail on July 03 and August 18, 2014; however, they did not call into the conference and did not participate in the hearing. The landlord provided the registered mail particulars in support of service upon the tenant, including the tracking numbers for the mail. The landlord testified that the tenant resided in the unit until recently and may still be in possession of the unit. The landlord also seeks to recover the filing fee for this application.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?
Is the landlord entitled to the monetary amount claimed?

Background and Evidence

This tenancy started August 1998 at which time the landlord collected a security deposit of \$262.50. The current monthly payable rent is \$684.89. On June 03, 2014 the tenant was served with a One month Notice to End Tenancy for Cause. The tenant has not / did not file an application to dispute the Notice to End Tenancy. The landlord requested an Order of Possession as it is not clear to the landlord if the tenant has fully vacated.

In respect to the landlord's monetary claim, the landlord testified that the tenant has not paid any rent for August 2014.

Analysis

Section 47 of the Act provides that if a tenant does not apply to dispute a one Month

Notice to End Tenancy for cause within 10 days after receiving it, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice and *must* vacate the rental unit by that date. The Notice to End Tenancy required the tenant to vacate the rental unit by July 31, 2014. The tenant was served with the Notice to End; they have not disputed it and have not moved, although the effective date of the Notice has passed. I find that the landlord is entitled to an **Order of Possession**.

I also find that the landlord is entitled to the monthly rent for August 2014. The landlord is also entitled to recovery of the filing fee. The security deposit and applicable interest will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent for August 2014	\$684.89
Filing Fee for the cost of this application	50.00
<i>Less Security Deposit and applicable interest to date</i>	<i>-293.82</i>
Total Monetary Award	\$441.07

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 of Possession**. 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 deposit and interest of \$293.82 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$441.07**. 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: August 27, 2014

Residential Tenancy Branch

