



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, OPC, MNR, MNSD, MNDC, 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 / loss of revenue - Section 67;
3. An Order to retain the security deposit or pet deposit - Section 38
4. 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 posting it to the tenant's door in accordance with Section 89(2) of the Residential Tenancy Act (the Act), the tenant did not participate in the conference call hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions.

The landlord confirmed that they **withdraw their application for a Monetary Order:** solely seeking an Order for Possession based on unpaid rent. As the hearing evidence did not have benefit of any document evidence, and on the landlord's testimony they had previously submitted a Notice to End Tenancy for Unpaid Rent, the landlord was permitted to fax a copy of the Notice to End and the hearing continued on the merits.

Issue(s) to be Decided

Is the notice to end tenancy valid?
Is the landlord entitled to an Order of Possession?

Background and Evidence

The undisputed *relevant* evidence in this matter is that rent in the amount of \$650.00 is payable in advance on the first day of each month. The landlord testified that the tenant failed to pay rent in the months of March, April and May 2014 and that on May 30 2014 the landlord personally served the tenant with a notice to end tenancy for non-payment of rent. The tenant did not pay the rent and did not vacate within the required and prescribed 10 days to do so

Analysis

Based on the 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**.

Conclusion

I grant an Order of Possession to the landlord **effective 2 days** from the day it is served upon 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.

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 25, 2014

Residential Tenancy Branch

