



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent and to recover the RTB filing fee.

The landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that he served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on July 10, 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 signed by the parties on January 6, 2014 indicates the tenancy started on January 15, 2014. The tenant was obligated to pay rent of \$920.00 per month payable in advance on the first day of the month. The tenant also paid a security deposit of \$460.00.

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 on July 3, 2014. Section 90 provides that a notice served in this manner is deemed to be received by the tenant three days later.

The Notice states the tenant failed to pay rent of \$2,880.00 that was due July 1, 2014. The landlord gave evidence that the tenant had not paid any rent for April, May, June, or July at the time the Notice was served and he made a mathematical error. The total on

the Notice should read \$3,680.00 (4 months at \$920.00). The landlord gave evidence that the tenant did not make any further payments after the Notice was served, and she continues to occupy the rental unit.

### Analysis

I find the tenant received the Notice on July 6, 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 it is appropriate that I allow the landlord to amend his Application for Dispute Resolution to include a claim for unpaid rent for those months since he filed his application. This includes the entire month of September 2014 as I find it is very unlikely the landlord will have new tenants in place for any part of this month. I find the landlord is entitled to be compensated for unpaid rent for a six month period, from April through September 2014. This totals \$5,520.00. The landlord is also entitled to recover his RTB filing fee of \$50.00.

The total amount due the landlord is \$5,570.00. I order that the landlord retain the security deposit of \$460.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$5,110.00. 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 \$5,110.00.

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: September 11, 2014

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Residential Tenancy Branch

