



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TOP VISION REALTY INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR, 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 - Section 67;
3. 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 *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided evidence for he registered mail. The landlord claims the tenant still resides in the unit. The landlord was given opportunity to be heard, to present evidence and make submissions.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The undisputed evidence is as follows. The tenancy began January 2011. Rent in the amount of \$1000.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the months of November and December 2014 and on December 16, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it on their door. The tenant made a partial payment toward the arrears of \$1000.00 before the effective date of the Notice and has further failed to pay rent in the month of January, 2015.

### **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 all 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**.

I find the landlord has established a monetary claim for unpaid rent inclusive of unpaid rent for January 2015. The landlord is also entitled to recovery of the filing fee.

***Calculation for Monetary Order***

Rental arrears inclusive of January 2015	\$2000.00
Filing fee	50.00
<b>Total monetary award</b>	<b>\$2050.00</b>

**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. 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 grant** the landlord an Order under Section 67 of the Act for the amount of **\$2050.00**. 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: January 26, 2015

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Residential Tenancy Branch

