



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NORMAN ESTATES LTD.  
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 personally served with the application for dispute resolution and notice of hearing on March 12, 2015 and also sent 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 proof of registered mail service of March 12, 2015 upon both tenants inclusive of the tracking number reflected on the style of cause page.

The landlord was given full opportunity to be heard, to present evidence and to 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 tenancy began in April 2014. Rent in the amount of \$1600.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the months of December 2014 and January 2015 and on January 02, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent, personally and on the tenant's door. The tenant further failed to pay rent in the months February to April 2015.

**Analysis**

Based on the landlord's evidence 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. Based on the above facts I find that the landlord is entitled to an **Order of Possession**.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee.

***Calculation for Monetary Order***

Rent arrears December 2014 to April 2015	\$8000.00
Filing Fee for the cost of this application	100.00
<b>Total Monetary Award to landlord</b>	<b>\$8100.00</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 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 grant** the landlord an Order under Section 67 of the Act for the amount of **\$8100.00**. 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: April 15, 2015

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Residential Tenancy Branch

