



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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* as defined by the Act Definitions and 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 the tracking number for the *Expresspost* mail confirming the tenant, by their signature, received it. 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 on December 01, 2014. Rent in the amount of \$1250.00 is payable in advance on the 5th day of each month, as *verbally* agreed by the parties. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$200.00. The tenant failed to pay rent in the month of December 2014 and for January 2015 and on January 12, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent stating the tenant owed rent inclusive of January

2015 rent. The tenant further failed to pay rent in the months of February and March 2015. The landlord testified that they last confirmed the tenant resides in the rental unit on March 19, 2015 and has not communicated with the tenant since.

Analysis

Based on the landlord's undisputed 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, however automatically adjusted by the Act to reflect that the tenant owed *\$2500.00 as of January 05, 2015*. 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 also find that the landlord has established a **monetary claim** for unpaid rent and is also entitled to recovery of the \$50.00 filing fee. I decline to grant the landlord rent for April 2015, as I find the evidence does not support the tenant still resides, or resided, in the rental unit for any period of April 2015. The landlord has *leave to reapply* for April 2015 rent if they have evidence to support the claim.

The security deposit being held in trust by the landlord will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent – December 2014 & January – March 2015	\$5000.00
Filing Fees for the cost of this application	50.00
Less Security Deposit	-200.00
Total Monetary Award to landlord	\$4850.00

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 security deposit of \$200.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance

due of **\$4850.00**. 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 29, 2015

Residential Tenancy Branch

