



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, 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 - 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 posting it to their 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 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 undisputed evidence is as follows. The tenancy began on or about September 2013, and the tenant still resides in the unit. Rent in the amount of \$500.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$240.00 which they retain in trust. The tenant failed to pay all rent in the months preceding November 2015 and on November 09, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to their door stating they owed an accumulative sum of \$600.00 including rent for the month of November 2015. The tenant further failed to pay rent in the months of December 2015 and January 2016.

Analysis

Based on the landlord's undisputed evidence I find that the tenant was validly 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 further find the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent to November 2015	\$600.00
Unpaid rent for December 2015	\$500.00
Unpaid rent for January 2016	\$500.00
Filing Fees for the cost of this application	\$50.00
<i>Less Security Deposit</i>	<i>-\$240.00</i>
Total Monetary Award to landlord	\$1410.00

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 deposit of \$240.00 in partial satisfaction of the claim and I grant the landlord a **Monetary Order** under Section 67 of the Act for the balance due of **\$1410.00**. 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 18, 2016

Residential Tenancy Branch

