



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MNR, MNSD, OPR, FF

Introduction:

This was an application by the landlord for an Order for Possession pursuant to a Notice to End a Tenancy for non-payment of Rent dated March 12, 2016 with an effective date of March 22, 2016, a Monetary Order, and an Order to retain the security deposit in partial satisfaction of the monetary claim. Only the landlord attended the application.

Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

Service of Documents:

The landlord testified that he served the Notice to End the tenancy on March 12, 2016 by posting it to the tenant's door and the dispute resolution package by sending it by Purolator courier to the tenant on June 2, 2016. Based on the evidence of the landlord I find that the tenant was deemed to have been personally served with a Notice to End Tenancy for non-payment of rent on May 15, 2016 by posting it to the door. With reference to the tracking number provided by the landlord and Purolator's web site, I find that the application for Dispute Resolution was served on June 3, 2016 as the tenant signed for it on that day.

Background and Evidence:

The landlord testified that the tenancy began on November 30, 2015 with rent in the amount of \$ 1,000.00 due in advance on the first day of each month. The tenant did

not pay any security or pet deposit. The landlord testified that the tenant failed to pay any rent from February 2016 to the date of hearing amounting to \$ 6,000.00 in arrears.

Analysis:

The tenant has not paid all the outstanding rent on time and has not applied for arbitration 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 for possession effective two days after service on the tenant. I find that the landlord has established a claim for unpaid rent totalling \$ 6,000.00 and the filing fee of \$ 100.00 however as the landlord has only specified \$ 5,000.00 in the Application for Dispute Resolution I allow only that amount inclusive of the filing fee.

Conclusion:

I have granted the landlord an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I grant the landlord an order under section 67 for the balance due of **\$ 5,000.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenant as soon as possible.

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: July 04, 2016

Residential Tenancy Branch