



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FF, MNR

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution filed August 11, 2016 (amended September 8, 2016) wherein the Landlord sought an Order of Possession based on a 2 Month Notice to End Tenancy for Landlord's Use issued on June 30, 2016 (the "Notice"), a Monetary Order for Unpaid Rent and to recover the filing fee.

Only the Landlord called into the hearing. He confirmed that he served the Tenants with Notice of the Dispute Resolution Hearing and his Original Application for Dispute Resolution on August 29, 2016.

He testified that he served the Amended Application for Dispute Resolution on September 8, 2016. Introduced in evidence was a copy of the registered mail tracking number for all four packages sent to the Tenants. Based on the Landlord's testimony and the evidence before me I find the Tenants were served with the Application materials and I proceeded in their absence.

Issues to be Decided

1. Is the Landlord entitled to an Order of Possession?
2. Is the Landlord entitled to a Monetary Order for unpaid rent and recovery of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on a month to month basis on August 2011. Monthly rent is currently \$1,850.00.

The Landlord issued the Notice on June 30, 2016. The Landlord testified that the Notice was hand delivered to the Tenant M.A. on June 30, 2016. Introduced in evidence was a copy of the Proof of Service Notice to End Tenancy which was signed by M.A. on June 30, 2016. The Landlord testified that the Tenants failed to dispute the Notice.

The Landlord also testified that the Tenants stopped payment on their post-dated August and September 2016 rent cheques and did not pay rent for October 2016. In the within hearing the Landlord sought a Monetary Order representing two month's rent in the amount of \$3,700.00 (recognizing one month is free pursuant to the Notice) in addition to the \$100.00 filing fee for a total claim of \$3,800.00.

Analysis

Based on the undisputed testimony and evidence of the Landlord, and on a balance of probabilities I find as follows.

I accept the Landlord's evidence that the Tenants were served the Notice on June 30, 2016. Section 49(8) provides that a tenant receiving a 2 month Notice to End Tenancy has 15 days from the date of service in which to make an application to dispute the Notice. Failing such an application the Tenants are conclusively presumed to accept the end of the tenancy. In this case, I accept the Landlord's evidence that the Tenants failed to make such an application.

Accordingly, the Landlord is granted an Order of Possession pursuant to section 55. This Order must be served on the Tenants and may be filed and enforce in the B.C. Supreme Court if necessary. As noted in the hearing, the Tenants are cautioned that the costs incurred by the Landlord associated with enforcing the Order of Possession may be recoverable from the Tenants.

I also accept the Landlord's evidence that the Tenants failed to pay the August, September and October 2016 rent. As the Landlord issued a 2 Month Notice pursuant to section 49, the Tenants are entitled to compensation equivalent to a month's rent such that I find the Tenants must pay the Landlord the sum of \$3,700.00 representing two months' outstanding rent. As the Landlord has been successful, I also grant him recovery of the \$100.00 filing fee for a total Monetary Order in the amount of **\$3,800.00**. This Monetary Order must be served on the Tenants and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

Conclusion

The Tenants failed to dispute the Notice and failed to pay the outstanding rent. The Landlord is granted an Order of Possession and a Monetary Order in the amount of **\$3,800.00** representing two months of outstanding rent and recover of the \$100.00 filing fee.

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: October 04, 2016

Residential Tenancy Branch