



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for an order of possession and a monetary order. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not participate although he was personally served with the application and Notice of Hearing August 18, 2016. The tenant was a patient at the hospital at the time of service and was personally served at the hospital.

Issue(s) to be Decided

Is the landlord entitled to an order of possession pursuant to a 10 day Notice to End Tenancy for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent and if so, in what amount?

Background and Evidence

The rental unit is an apartment in Burnaby. The tenancy began in February, 2015. The landlord did not submit a copy of a written tenancy agreement. He testified that the monthly rent is \$600.00, payable on the first of each month and the tenant paid a \$300.00 security deposit at the start of the tenancy.

The landlord testified that the tenant failed to pay rent for August in the amount of \$600.00. The landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent on August 8, 2016 by posting the Notice to the door of the rental unit.

The tenant did not pay rent for August or for September and he did not file an application to dispute the Notice to End Tenancy. The landlord also claimed that the tenant failed to pay TV cable charges of \$55.00, but he did not submit any documentary evidence to support the claim for cable charges.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

Order of Possession - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$1,200.00 for the outstanding rent for August and September. I do not allow the claim for cable charges. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$1,300.00. I order that the landlord retain the deposit and interest of \$300.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,000.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 07, 2016

Residential Tenancy Branch

