



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid rent, and to recover the filing fee from the tenant

Both parties appeared gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary and procedural matter

At the outset of the hearing the landlord indicated they are seeking to recover unpaid rent and utilities; however, the landlord did not provide any particulars of unpaid utilities in the details of dispute. The only details that were provided were on rent. Therefore, I find the only matters for me to determine at today's hearing is whether the landlord is entitled to an order of possession and a monetary on the basis of unpaid rent. The landlord is at liberty to file a new application should they seek compensation for unpaid utilities.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Background and Evidence

Based on the testimony of both parties, I find that the tenant was served with a notice to end tenancy for non-payment of rent on March 29, 2017. The notice informed the tenant that the notice would be cancelled if the rent were paid within five days. The notice also explains the tenant had five days to dispute the notice.

The tenant confirmed that they did not dispute the Notice and acknowledge rent has not been paid.

The landlord stated the current amount of rent owed is \$5,737.50, which consisted of rent owed from December 2016 to May 2017. This amount was not denied by the tenant.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent, did not apply to dispute the notice, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, 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.

I find that the landlord has established a total monetary claim of **\$5,837.50** comprised of unpaid rent as stated above and the \$100.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of **\$675.00** to offset the amount owed. I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$5,062.50**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: May 25, 2017

Residential Tenancy Branch