



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      OPR, MNR, MNSD & FF

The Application for Dispute Resolution and the Amended Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$3800 for unpaid rent
- c. An order to recover the cost of the filing fee

The tenant(s) failed to appear at the scheduled start of the hearing which was 9:00 a.m. on May 9, 2018. Representatives of the landlord were present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the scheduled start time in order to enable the tenant to call in. The tenant failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The representatives of the landlord were given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

I find that the one Notice to End Tenancy was personally served on the Tenant on March 29, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenant by mailing, by registered mail to where the Tenant resides on April 15, 2018. I find that the Amended Application for Dispute Resolution was served on the Tenant by mailing, by registered mail to where the tenant resides on April 26, 2018.

### Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence:

The tenancy began in July 2015. The tenancy agreement was oral. The present rent is \$1900 per month. The tenant paid a security deposit of \$845 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of April 2018 (\$1900 is owed) and May 2018 (\$950 is owing to May 15, 2018) and the sum of \$2850 remains owing.

The landlord was uncertain as to whether the tenant is still in the rental unit. It appears from information he has received from neighbors that the tenant may have vacated the rental unit although some of her belongings remain. .

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of April 2018 (\$1900 is owed) and May 2018 (\$950 is owing to May 15, 2018) and the sum of \$2850 remains owing. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. I granted the landlord a monetary order in the sum of \$2850 plus the sum of \$100 in respect of the filing fee for a total of \$2950.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: May 09, 2018

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Residential Tenancy Branch