



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MNR, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and the filing fee.

The notice of hearing was served on the tenant on October 20, 2018 by registered mail. The landlord provided a tracking number. The tracking history filed into evidence by the landlord indicates that the tenant received the package and signed for it. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession and a monetary order to recover unpaid rent and the filing fee?

### **Background and Evidence**

The tenancy started in 2013. The monthly rent was \$1,150.00 due in advance on the first of each month. The landlord testified that the tenant failed to pay rent for July, August and September 2018. On September 30, 2018 the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent.

The landlord testified that she visited the rental unit on November 04, 2018 after providing the tenant with adequate notice. The landlord found that most of the tenant's items were gone. The tenant left behind garbage, dialysis supplies, three mattresses, a broken dresser and other broken furniture.

The landlord testified that it appeared that the tenant had moved out and that at the time of the hearing, the tenant owed the landlord unpaid rent for July, August, September and October 2018 in the total amount of \$4,600.00. The landlord is claiming unpaid rent plus the recovery of the filing fee of \$100.00.

### **Analysis**

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's testimony in respect of her claim. The tenant received the notice to end tenancy for unpaid rent, on September 30, 2018 and did not full pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant is deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I further find that the landlord is entitled to \$4,600.00 for unpaid rent. Since the landlord has proven her claim, I award the landlord the recovery of the filing fee for a total claim of \$4,700.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession **effective two days after service** on the tenant and a monetary order for **\$4,700.00**.

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: November 22, 2018

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Residential Tenancy Branch