



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes      OPR, OPC, MNR, FF

## 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 or utilities, and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing, by registered mail, on November 1, 2018, the tenant did not appear. A Canada post tracking number was provided as evidence of service. I find that the tenant has been duly served in accordance with the Act. The Canada post tracking number has been noted on the covering page of this decision.

The landlord's agents, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

## Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

## Background and Evidence

Based on the testimony of the landlord's agents, I find that the tenant was served with a notice to end tenancy for non-payment of rent on October 5, 2018, by personal service.

The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord's agent testified that the tenant did not dispute the notice to end tenancy. The agents stated that the tenant paid the outstanding rent on October 29, 2018, and

they issued a receipt for use and occupancy. The agents stated that seek and order of possession.

### Analysis

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

The tenant did not paid the outstanding rent within five (5) days and 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. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I find that the landlord has established a total monetary claim of **\$100.00** the fee paid by the landlord for this application. I order that the landlord to retain the above amount from the security deposit in full satisfaction of the award.

As I have ended the tenancy on the basis of unpaid rent, I find it not necessary to consider the One Month Notice to End Tenancy for Cause, which was also unopposed.

### Conclusion

The landlord is granted an order of possession, and may keep the a portion of the security deposit and interest in partial satisfaction of the claim.

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: December 06, 2018

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Residential Tenancy Branch