



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *OPR, CNR, MNR, OLC, LRE, FF*

### **Introduction**

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

The tenant applied for an order to cancel the notice to end tenancy and for an order directing the landlord to comply with the *Act*, to restrict the landlord's right to enter the rental unit and for the recovery of the filing fee.

The landlord testified that on November 21, 2018 he served the tenant with the notice of hearing package in person, at the rental unit. Despite having been served the notice of hearing package and having made application for dispute resolution, the tenant did not attend the hearing. Accordingly, the tenant's application is dismissed without leave to reapply.

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? Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

### **Background and Evidence**

The landlord purchased the rental unit in December 2017. The tenant was residing the unit and the tenancy continued. The monthly rent was \$2,000.00 due on the first of each month.

The landlord testified that in September 2018 the tenant failed to pay rent in full and owed \$1,500.00. The tenant also failed to pay rent that was due on October 01 and November 01, 2018. On November 09, 2018, the landlord served the tenant with a ten-day notice to end tenancy for \$5,500.00 in unpaid rent.

The tenant disputed the notice in a timely manner but did not attend the hearing to present her case. The landlord stated that the tenant continued to reside in the rental unit without paying outstanding rent or rent that was due on December 01, 2018. The landlord testified that on December 07, 2018, he sent the tenant a text message asking her when she intended to move out and the tenant replied with a one-word message "January".

The landlord stated that on December 20, 2018, he visited the rental unit and his knocks on the door went unanswered. The landlord looked through the window and noticed that the tenant's belongings were scattered all over the floor. On December 29, 2018, the landlord observed the tenant moving her belongings out of the rental unit.

The landlord stated that the rental unit was left in a mess and is not in a condition to be rented. The landlord has applied for an order of possession as the tenant's belongings are still in the rental unit. The landlord has also applied for a monetary order for the outstanding rent in the amount of \$9,500.00 which includes rent for January 2016 and for the recovery of the filing fee of \$100.00 for a total of \$9,600.00.

### **Analysis**

Based on the undisputed sworn testimony of the landlord, I accept his evidence in respect of the claim. Pursuant to section 46 (4) of the *Residential Tenancy Act* within five days after receiving the notice to end tenancy, the tenant may pay the overdue rent or dispute the notice by making application for dispute resolution. If the tenant does not pay rent or dispute the notice, 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.

The tenant received the notice to end tenancy on November 09, 2018 and did not pay overdue rent within five days of receiving the notice. The tenant applied to dispute the notice but did not attend the hearing. Therefore, the notice is upheld and pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. This Order may be filed in the Supreme Court for enforcement.

In the absence of evidence to the contrary, I find that the landlord has established a claim of \$9,500.00 for unpaid rent. Since the landlord has proven his claim he is entitled to the recovery of the filing fee of \$100.00.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for \$9,600.00. 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. I also grant the landlord a monetary order in the amount of **\$9,600.00**.

The tenant's application is dismissed in its entirety.

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: January 06, 2019

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Residential Tenancy Branch