



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 sections 55, 67 and 72 of the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a ten-day notice to end tenancy for nonpayment of rent. The landlord also applied for a monetary order for unpaid rent and the filing fee.

The landlord testified that he served the tenant with the notice of hearing and evidence package by registered mail on October 31, 2020, to the rental unit where the tenant currently resides. The landlord filed a copy of the tracking slip. Despite having been served a notice of hearing by the landlord, 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 to the recovery of unpaid rent and the filing fee?

Background and Evidence

The tenancy started on April 11, 2020. The monthly rent is \$800.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$400.00.

The landlord testified that the tenant failed to pay rent that was due on July 01, 2020. The tenant continued to occupy the rental unit without paying rent for August and September 2020. On September 15, 2020, the landlord served the tenant with a notice to end tenancy for nonpayment of rent with an effective date of September 26, 2020 for \$2,400.00 in unpaid rent. A copy of the notice was filed into evidence.

The landlord testified that the tenant did not dispute the notice and continued to occupy the rental unit without paying rent. The landlord stated that at the time of the hearing, the tenant owed rent for July, August, September, October, November and December 2020 in the total amount of \$4,000.00. The landlord has applied for an order of possession effective two days after service on the tenant and for a monetary order for unpaid rent and the filing fee.

Analysis

Section 52 of the *Residential Tenancy Act* describes the form and content of a notice to end tenancy as follows:

Form and content of notice to end tenancy

52 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy,
 - (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and
- (e) when given by a landlord, be in the approved form.

Based on the sworn testimony of the landlord and the documents filed into evidence, I find that the landlord served the tenant with a notice that was in compliance with section 52 of the *Residential Tenancy Act*. I further find that the tenant did not dispute the notice to end tenancy. Pursuant to section 46 of the *Residential Tenancy Act*, if a tenant has received a notice to end tenancy for non payment of rent and does not make an application for dispute resolution within five days after receiving 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.

Therefore, I uphold the notice to end tenancy dated September 15, 2020. Accordingly, the landlord is entitled to an order of possession. 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.

Based on the sworn testimony of the landlord, the documents filed into evidence and in the absence of contradictory testimony, I find that the tenant failed to pay rent for the months of July to December 2020 and the landlord is entitled to \$4,000.00 in unpaid rent. Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$100.00.

Overall, the landlord has established a claim for \$4,100.00, I grant the landlord a monetary 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.**

I grant the landlord a monetary order in the amount of **\$4,100.00.**

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: December 22, 2020

Residential Tenancy Branch