



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, FF
 CNR, O

Introduction

This hearing dealt with cross applications. The tenant filed to cancel a notice to end tenancy for unpaid rent and other, the landlord filed to obtain an order of possession for unpaid rent, a monetary order for unpaid rent and recovery of the filing fee. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by posting on the door. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is either party entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started approximately 3 years ago and the tenant did pay a security deposit. With no written tenancy agreement in place the landlord could neither verify the start date of the tenancy or the amount of the security deposit the tenant paid. The tenant currently pays rent of \$450.00. On November 2, 2010 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenant currently owes the following in unpaid rent: October 2010, \$450.00 and November 2010, \$450.00 for a total of \$900.00 in unpaid rent. In this hearing the landlord stated that the tenant had not paid April, 2010 rent but that he did not care about recovering this portion of rent owed.

The landlord stated that the tenant paid the rent and security deposit in cash but the landlord had no receipts as he had never provided any to the tenant. The landlord was insistent that it did not matter what the amount of the security deposit paid was and attempts to clarify this information as it related to a monetary order were continually quashed by the landlord.

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The landlord repeatedly stated that his only concern was for an order of possession as the tenant was still in the rental unit and that he did not care about the rent owed or want a monetary order for the rent owed; therefore the request for a monetary order for unpaid rent is dismissed.

As the tenant still occupies the rental unit and has made no effort to pay the rent that is due, the landlord has asked for an order of possession effective 2 days after service on the tenant.

Analysis

Based on the documentary evidence and testimony I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice or attend the hearing and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession.

Conclusion

I hereby grant the Landlord an **Order of Possession**, effective **2 days** after service of the Order upon the Tenant and All Occupants. This Order must be served on the Tenant and All Occupants and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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 29, 2010

Dispute Resolution Officer