



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

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

### **Introduction**

This Hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated July 4, 2008, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim. Both the Landlord's agent and one of the two Tenants appeared and each gave affirmed testimony in turn.

The Landlord's agent also identified receipts to confirm service of the Hearing package by registered mail.

### **Issue(s) to be Decided**

The Landlord is seeking an Order of Possession and a monetary order claiming \$1,450.00.

The issues to be determined based on the oral testimony and the documentary evidence are:

- Whether the Landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy and
- Whether the Landlord is entitled to monetary compensation for rental arrears owed.

### **Background and Evidence**

The Landlord's agent testified that the tenancy commenced on June 1, 2008 and that the Tenant was obligated to pay rent in the amount of \$725.00 in advance on the first day of each month. He also testified that the Tenant paid a security deposit at the beginning of the tenancy in the amount of \$325.50, which is half of the first month's rent. He testified that the Tenants failed to pay rent for the months of July and August 2008. The Landlord's agent submitted into evidence a copy of the 10-Day Notice to End Tenancy dated July 4, 2008 which was served by posting on the Tenant's door. The Landlord's agent stated he is prepared to have September 30, 2008 as the effective date of the 10-Day Notice to End Tenancy. In addition the Landlord is claiming to recover the cost of the filing fee for this Application in the amount of \$50.00.

The Tenant testified that the rental arrears being claimed were valid and that he had not filed an Application for Dispute Resolution to dispute the Landlord's Notice to End Tenancy.

### **Analysis**

Based on the oral testimony of the parties and the documentary evidence, I find that the Tenant was served with a Ten-Day Notice to End Tenancy. The Tenant has not paid the outstanding rent and did not apply to dispute the Notice to End Tenancy.

The Tenant is therefore conclusively presumed under Section 46(5) of the *Residential Tenancy Act* to have accepted that the tenancy was to end on the effective date of the Notice. Based on the above facts I find that the Landlord is entitled to an Order of Possession effective September 30, 2008.

I find that the Landlord has established a total monetary claim of \$1,500.00 comprised of \$725.00 rent owed for the month of July 2008, \$725.00 rent owed for the month of August 2008 and the \$50.00 fee paid by the Landlord for filing this application. I order that the Landlord retain the security deposit in the amount of \$325.50 and interest of \$1.43 in partial satisfaction of the claim leaving a balance due of \$1,173.07.

## **Conclusion**

I hereby issue an Order of Possession in favour of the Landlord effective September 30, 2008. This Order must be served on the Respondents and may be filed in the Supreme Court of the Province of British Columbia and enforced as an Order of that Court.

I hereby grant the Landlord a monetary order under Section 67 of the Residential Tenancy Act for \$1,173.07. This order must be served on the Respondents and may be filed in the Small Claims Court of the Province of British Columbia and enforced as an Order of that Court.

September 15, 2008

Date of Decision