



# Dispute Resolution Services

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

## **Decision**

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

## **Introduction**

This hearing dealt with the landlord's application for an order of possession, a monetary order for unpaid rent, compensation for loss of rental income, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony. Despite being served in person by the landlord with the application for dispute resolution and notice of hearing, the tenant did not attend the hearing.

## **Issues to be Decided**

- Whether the landlord is entitled to an order of possession
- Whether the landlord is entitled to a monetary order under the *Act*

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on or about June 1, 2008. Rent in the amount of \$1,050.00 is payable in advance on the first day of each month, and a security deposit of \$525.00 was collected at the start of tenancy.

The tenant was \$50.00 short of paying all rent due for the month of November 2008. Further, the tenant failed to pay December's rent on December 1, 2008. Accordingly, the landlord served the tenant with a 10 day notice to end tenancy for unpaid rent. Subsequently, even while the tenant continues to reside in the unit, the tenant has further failed to pay rent for the months of January and February 2009.

The landlord submitted into evidence a copy of the 10 day notice dated December 9, 2008 which was served in person on the tenant that same day.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant 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 which was December 23, 2008. I therefore find that the landlord is entitled to an order of possession.

As for the monetary order, I find the landlord has established a claim for \$3,250.00. This is comprised of \$50.00 (unpaid rent for November 2008), \$1,050.00 (unpaid rent for December 2008), \$1,050.00 (unpaid rent for January 2009), \$1,050.00 (loss of rental income for February 2009) and recovery of the \$50.00 filing fee for this application. I order that the landlord retain the security deposit of \$525.00 plus interest of \$4.60, and I grant the landlord a monetary order under section 67 of the *Act* for the balance due of **\$2,720.40** (\$3,250.00 – \$529.60).

### **Conclusion**

I hereby issue an order of possession in favour of the landlord effective not later than **two (2) days** after service upon the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I hereby grant the landlord a monetary order under section 67 of the *Act* for **\$2,720.40**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: February 2, 2009

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Dispute Resolution Officer

