



# Dispute Resolution Services

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

## **DECISION AND REASONS**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- A monetary order for unpaid rent and damages to the suite, pursuant to Section 67;
- An order of possession, pursuant to Section 55;
- An order to retain the security deposit, pursuant to Section 38;
- An order to recover the filing fee, pursuant to Section 72.

The notice to end tenancy for non payment of rent, dated January 02, 2009 was served on the tenant on January 02, 2009, in person. The notice of hearing dated January 08, 2009 was served on the tenant on January 12, 2009, in person. Despite having been served the notice of hearing, the tenant did not show up for the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

### **Issues to be decided**

- Is the landlord entitled to an order of possession for unpaid rent?
- Is the landlord entitled to a monetary order to recover unpaid rent, costs to repair the suite, retain the security deposit and recover the filing fee?

### **Background and Evidence**

The landlord testified that the tenancy started on December 01, 2007. The monthly rent is \$1105.00 due in advance on the first day of the month. At the start of the tenancy the tenant paid a security deposit of \$500.00. The landlord stated that the tenant failed to pay rent in full for December 2008 and owes \$503.00. The tenant also failed to pay rent for January 2009.

On January 02, 2009; the landlord served the tenant with a ten notice to end tenancy. The tenant is currently in occupation of the rental suite and has not paid rent for February 2009.

The landlord is applying for an order of possession and a monetary order in the amount of \$2763.00 which consists of unpaid rent for December 2008 (\$503.00), rent for January and February 2009 (\$2210.00) and the filing fee (\$50.00). The landlord stated that if necessary, the landlord will apply to recover repair costs at a later date.

### **Analysis**

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on January 02, 2009 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy and the time to do so has expired. In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. 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.

I also find that the landlord is entitled to \$2763.00 for unpaid rent and the filing fee. I order that the landlord retain the security deposit and interest of \$508.13 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2254.87. 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 and a monetary order in the amount of **\$2254.87**.

Dated February 06, 2009.

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Dispute Resolution Officer