



# **Dispute Resolution Services**

Residential Tenancy Branch  
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 February 2, 2009, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on February 26, 2009, the tenant did not appear.

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

The landlord is seeking an Order of Possession. The landlord is also seeking a monetary order claiming unpaid rent owed by the tenant.

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

Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent

Whether or not the landlord is entitled to monetary compensation for rental arrears owed.

### **Background and Evidence**

The landlord advised that the tenant had originally owed \$1,000.00 for being two months behind in rent, but then had paid a portion of the arrears but still owed \$300.00. The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy and a copy of the tenancy agreement. The landlord testified that the tenancy began on September 25, 2006, at which time the tenant paid a security deposit of \$250.00. The landlord testified that the tenant had fallen into arrears with the rent and that a Ten-Day Notice to End Tenancy was issued. The landlord testified that the rent was not paid and the tenant did not vacate. Therefore the landlord has requested an Order of Possession and monetary order.

### **Analysis**

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by posting it on the door. The tenant has not paid the outstanding rent and did not apply to dispute the Notice and 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. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the landlord is entitled to monetary compensation of \$350.00 comprised of \$300.00 rental arrears and the \$50.00 paid to file this application. I order that the landlord retain the security deposit and interest of \$257.91 in partial satisfaction of the claim leaving a balance due of \$92.09.

### **Conclusion**

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the Landlord an order under section 67 for \$92.09. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

March , 2009\_

\_\_\_\_\_

Date of Decision

Dispute Resolution Officer