



# Dispute Resolution Services

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

## **Decision**

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

## **Introduction**

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

## **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 November 1, 2007. Rent in the amount of \$1,005.00 is payable in advance on the first day of each month, and a security deposit of \$450.00 was collected on September 28, 2007.

The tenant was in arrears with rent for February 2009 in the amount of \$579.00. Accordingly, the landlord issued a 10 day notice to end tenancy for unpaid rent. The landlord submitted into evidence a copy of the 10 day notice dated February 2, 2009 which was posted on the tenant's door on that same date.

Subsequently, the tenant failed to pay any rent for March 2009. On or about March 20, 2009 a government issued cheque for \$426.00 was provided to the landlord. The landlord applied this against the rent still outstanding for February 2009, leaving a balance of overdue rent for February in the amount of \$153.00 (\$579.00 - \$426.00). However, all of the rent due for March 2009 in the amount of \$1,005.00 remains overdue.

### **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 February 12, 2009. Accordingly, I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim of \$1,208.00. This is comprised of unpaid rent of \$153.00 for February 2009, unpaid rent of \$1,005.00 for March, and recovery of the \$50.00 filing fee for this application. I order that the landlord retain the security deposit of \$450.00 plus interest of \$8.54, and I grant the landlord a monetary order under section 67 of the Act for the balance due of \$749.46 (\$1,208.00 – \$458.54).

### **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 **\$749.46**.

This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: April 1, 2009

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Dispute Resolution Officer