



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes

OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order due to unpaid rent.

The landlord declared that on July 4, 2009 the he served the tenant with the Notice of this Hearing in person.

Based on the written submissions of the landlord, I find that the tenant has been served with notice of this application and hearing and I proceeded with the hearing in the tenant's absence.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord stated that he had an oral tenancy agreement with the tenant which began effective August 2, 2008 for a month to month tenancy beginning August 2, 2008 for the monthly rent of \$600.00 due on 31st of each month and a security deposit of \$300.00 paid on August 1, 2008.

The landlord stated that a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 25, 2009 when it was given directly to the tenant.

The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days.

The landlord indicated that he believes that the tenant abandoned the rental unit several weeks ago but at this point there is still garbage and clothes in the rental unit.



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## Analysis

I have considered the oral evidence of the landlord and accept that the tenant has been served with notice to end tenancy as declared by the landlord. I accept the evidence before me that the tenant has failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

Based on the foregoing, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

## Conclusion

I find that the landlord is entitled to an Order of Possession effective **immediately** after service on the tenant. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to monetary compensation pursuant section 67 in the amount of **\$1,850.00** comprised of \$1,800.00 rent owed and the \$50.00 fee paid by the Landlord for this application. I order that the landlord may retain the deposit and interest held of \$301.88 in partial satisfaction of the claim and grant an order for the balance due of **\$1,548.12**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 18, 2009.

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Dispute Resolution Officer