Dispute Codes:

OPR, MNR, FF

Introduction

This is the Landlord's for an Order of Possession for Unpaid Rent; a monetary order for unpaid rent and loss of rent; and to recover the cost of the filing fee from the Tenant.

I reviewed the evidence provided prior to the Hearing. The Landlord's agent gave affirmed testimony and the Hearing proceeded on its merits.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?

- Is the Landlord entitled to a monetary order, and if so, in what amount?

Background and Evidence

The Landlord provided a Proof of Service document attesting that the Landlord's agent served the Tenant with the Notice to End Tenancy for Unpaid Rent at 4:30 p.m. on August 7, 2009, by posting the Notice to the Tenant's door. The Proof of Service document was signed by a witness.

The Landlord's agent served the Tenant with the Notice of Hearing documents, by handing the documents to the Tenant at the Tenant's residence on September 1, 2009.

The Landlord is a social housing agency. The Tenant's monthly rent is based on his income and assets. The Landlord's agent testified that the Tenant was in arrears of rent for August, 2009, in the amount of $293.00. The Landlord's agent further testified that the Tenant paid September's rental charge. The Landlord, in turn, issued the Tenant a receipt "for use and occupancy only" and did not reinstate the tenancy. The Landlord's agent testified that the Tenant remains in the rental unit, and applied for loss of rent for October in the amount of $296.00.

The Landlord did not require a security deposit be paid by the Tenant.

Analysis

I accept the Landlord's agent's testimony and evidence with respect to service of the Notice to End Tenancy and the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the conference and the Hearing proceeded in his absence.

The Notice to End Tenancy was served pursuant to Section 88(g) of the Act, by posting the Notice on the Tenant's door. Service in this manner is deemed to be effected three days after posting. Therefore, the Tenant is deemed to have been served with the Notice to End Tenancy on ~~September~~ August 10, 2009, and the effective date of the end of tenancy is ~~September~~ August 20, 2009. The Tenant did not pay the rental arrears, or file an application to cancel the Notice to End Tenancy, within 5 days of being deemed served with the Notice. Therefore, pursuant to Section 46(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on August 20, 2009. The Landlord is entitled to an Order of Possession and I make that order.

Based on the undisputed evidence and testimony of the Landlord's agent, I find that the Tenant is in arrears of rent for the month of August, 2009, in the amount of $293.00. I further find that the Landlord is entitled to loss of rent for the month of October, 2009, in the amount of $296.00.

The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenant.

The Landlord has established a monetary order, as follows:

Unpaid rent for August, 2009	$293.00
Loss of rent for October, 2009	$296.00
Recovery of the filing fee	$50.00
TOTAL AMOUNT DUE TO THE LANDLORD	$639.00

Conclusion

I hereby grant the Landlord an Order of Possession **effective 2 days after service of the Order upon the Tenant.** This Order must be served on the Tenant and 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 against the Tenant in the amount of $639.00. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (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: October 15, 2009.
CORRECTED October 15, 2009