

Decision

Dispute Codes:

MNR MNSD OPR FF

Introduction

This is the Landlord's application for an Order of Possession for Unpaid Rent; a Monetary Order for unpaid rent; to retain the security deposit paid by the Tenant; and to recover the filing fee from the Tenant for the cost of the Application.

I reviewed the evidence provided prior to the Hearing. The Landlord 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 gave the following testimony and documentary evidence:

The Landlord issued a 10 Day Notice to End Tenancy on October 13, 2009, for unpaid rent in the amount of \$1,200.00. The Landlord served the Notice on the Tenant by handing the document to the Tenant at the Tenant's residence on October 13, 2009.

The Landlord mailed the Notice of Hearing documents to the Tenant at the Tenant's residential address, by registered mail, on November 6, 2009.

The tenancy began on August 8, 2009. Monthly rent is \$1,200.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$600.00.

The Tenant has not paid any of the rental arrears and has not responded to any of the attempts the Landlord has made to contact her.

Analysis

Based on the testimony of the Landlord, and in the absence of evidence to the contrary, I accept that the Landlord's testimony that she served the Tenant with the 10 Day Notice to End Tenancy, pursuant to the provisions of Section 88(a) of the Act, on October 13, 2009, 2009. The Tenant did not pay the outstanding rent, or file an Application to cancel the Notice to End Tenancy within 5 days of being served with the notice. The Landlord is entitled to an Order of Possession, and I make that Order.

A search of the Canada Post Tracking system confirms that an attempt to deliver the Notice of Hearing documents to the Tenant was made on November 6, 2009, and a notice of attempted delivery left at the Tenant's residence. Service of documents in this manner is deemed to be effected 5 days after mailing the documents. Failure on the part of the Tenant to accept delivery of the documents does not affect the service provisions provided in Section 90 of the Act.

The Landlord has applied against the security deposit for cleaning and carpet shampooing. The Tenant remains in the rental unit and therefore an application for damages for cleaning is premature. This portion of the Landlord's application is dismissed with leave to reapply.

The Landlord is entitled to a monetary order for unpaid rent for October, 2009, and loss of rent for November, 2009, in the total amount of \$2,400.00.

The Landlord's application has been successful and therefore the Landlord 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 October, 2009	\$1,200.00
Loss of rent for November, 2009	\$1,200.00
Recovery of filing fee	\$50.00
Subtotal	\$2,450.00
Less security deposit	\$600.00
Total monetary award to the Landlord	\$1,850.00

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 in the amount of \$1,850.00 against the Tenant. 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: November 16, 2009.
