

Decision

Dispute Codes: OPR / OPC, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application from the landlord(s) for an order of possession, a monetary order as compensation for unpaid rent, compensation for damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit, and recovery of the filing fee. The agent for the landlord(s) 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 any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

There is no written residential tenancy agreement in evidence for this tenancy which began on or about February 1, 2009. Rent in the amount of \$750.00 is payable in advance on the first day of each month. A security deposit of \$375.00 was collected at the outset of tenancy.

As a result of various concerns about the tenancy, the landlord issued a 1 month notice to end tenancy for cause dated November 27, 2009. The notice was served by posting on the tenant's door on that same date. A copy of the notice was submitted into evidence.

Arising from rent which was unpaid when due on December 1, 2009, the landlord issued a 10 day notice to end tenancy for unpaid rent dated December 2, 2009. The notice was served by posting on the tenant's door on that same date. A copy of the notice was

submitted into evidence. Subsequently, the tenant made no payment toward rent and continues to reside in the unit.

Analysis

Based on the documentary evidence and undisputed testimony of the agent for the landlord(s), I find that the tenant was served with a 1 month notice to end tenancy for cause dated November 27, 2009. The tenant did not dispute the notice by filing an application for dispute resolution within 10 days of being served with the notice. The tenant is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the notice.

Further, based on the documentary evidence and undisputed testimony of the agent for the landlord(s), I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated December 2, 2009. 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.

Pursuant to all of the above, I find that the landlord(s) are entitled to an order of possession.

As for the monetary order, I find that the landlord(s) have established a claim of \$1,550.00. This is comprised of \$750.00 in unpaid rent for December 2009, \$750.00 in unpaid rent for January 2010, in addition to the \$50.00 filing fee. I order that the landlord(s) retain the security deposit of \$375.00 and I grant the landlord(s) a monetary order under section 67 of the Act for the balance owed of \$1,175.00.

Conclusion

Pursuant to all of the above, I hereby issue an order of possession in favour of the landlord(s) 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.

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord(s) in the amount of **\$1,175.00**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: January 25, 2010

Dispute Resolution Officer