

## **Decision**

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

### **Introduction**

This hearing dealt with an application by the landlord 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 landlord's agent participated in the hearing and gave affirmed testimony. Despite in-person service on January 15, 2010 of the application for dispute resolution and notice of hearing, the tenants did not attend the hearing.

### **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**

Pursuant to a written residential tenancy agreement, the fixed term of tenancy is from May 1, 2009 to April 30, 2010. Rent in the amount of \$850.00 is payable in advance on the first day of each month. A security deposit of \$425.00 was collected on April 26, 2009.

Arising from rent which was unpaid when due on January 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated January 2, 2010. The notice was served on that same date by posting on the tenants' door. A copy of the notice was submitted into evidence. Subsequently, the tenants made no further payment towards rent and they continue to reside in the unit.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated January 2, 2010. The tenants did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenants are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. 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 \$1,680.00. This is comprised of \$740.00 in unpaid rent for January 2010, \$850.00 in unpaid rent for February 2010, \$40.00 combined for late payment of rent in each of January and February (2 x \$20.00), in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$425.00 and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,255.00 (\$1,680.00 - \$425.00).

### **Conclusion**

Pursuant to all of the above, I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service upon the tenants. This order must be served on the tenants. Should the tenants 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 in the amount of **\$1,255.00**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: February 26, 2010

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Dispute Resolution Officer