

DECISION

Dispute Codes - OPR, MNR, 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 hearing was conducted via teleconference and was attended by the landlord's agent. The tenant did not attend. The landlord did provide proof of registered mail service of hearing documents.

At the outset of the hearing the landlord's agent noted the tenant moved out of the dispute address on February 12 or 13, 2010. As such, the landlord's application was amended to exclude the request for an order of possession.

The landlord's agent confirmed at the start of the hearing that there were several different spellings of the tenant's name throughout the documentation. On the proof of service of the Notice to End Tenancy the tenant had signed and printed his name providing with a clear spelling of both given and surnames. The landlord's application was amended with the correct spelling of the tenant's name.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 46, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on August 1, 2009 for a month to month tenancy beginning on August 1, 2009 for the monthly rent of \$1,250.00 due on the 1st of the month and a security deposit of \$625.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 19, 2010 with an effective vacancy date of January 29, 2010 due to \$4,700.00 unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant failed to pay the full rent owed for the months of September, 2009; December, 2009; January, 2010; and February, 2010 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent when it was served personally on January 19, 2010. The landlord has

provided written confirmation that this service was witnessed by a third party. The tenant has also signed a proof of service document acknowledging receipt of the notice.

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.

Analysis

I have reviewed all documentary evidence and accept that the tenants had been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on January 19, 2010 and the effective date of the notice is January 29, 2010. I accept the evidence before me that the tenant 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 monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$6,000.00** comprised of \$5,950.00 rent owed and the \$50.00 fee paid by the landlord for this application.

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: March 17, 2010.

Dispute Resolution Officer