

## **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 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**

Pursuant to a written tenancy agreement, the fixed term of tenancy is from November 4, 2009 to May 31, 2010. Thereafter, tenancy is to continue on a month-to-month basis. Rent in the amount of \$800.00 is payable in advance on the first day of each month. A security deposit of \$400.00 was collected on November 4, 2009.

Arising from rent which was unpaid when due on February 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated February 2, 2010. The notice was served in person on the tenant on that same date. A copy of the notice was submitted into evidence. Subsequently, while the tenant continues to reside in the unit, her payments toward rent have been limited to the following:

\$600.00 - March 8, 2010

\$500.00 - March 22, 2010

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated February 2, 2010. The tenant did not pay the full amount of 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. 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 \$1,350.00. This is comprised of \$2,400.00 in unpaid rent combined for February, March and April 2010, in addition to the \$50.00 filing fee, offset against which is the tenant's total payment towards rent of \$1,100.00 [ $\$2,450.00 - \$1,100.00 = \$1,350.00$ ].

I order that the landlord retain the security deposit of \$400.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$950.00 (\$1,350.00 - \$400.00).

### **Conclusion**

Pursuant to 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 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 in the amount of \$950.00. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: April 22, 2010

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Dispute Resolution Officer