

DECISION

Dispute Codes - OPR, MNR, MNSD, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord has applied for an order of possession and a monetary order. The tenant has applied to cancel a notice to end tenancy

The hearing was conducted via teleconference and was attended by the landlord only. The tenant did not attend the hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

An additional issue to be decided is whether the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 46, 67, and 72 of the *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 November 8, 2009 for a month to month tenancy beginning on December 1, 2009 for the monthly rent of \$1,150.00 due on the 1st of the month and a security deposit of \$575.00 was paid and a pet damage deposit of \$200.00 was requested but never paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 11, 2010 with an effective vacancy date of March 25, 2010 due to \$1,150.00 unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant failed to pay the full rent owed for the months of March and April 2010 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent in person on March 11, 2010.

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 apply to dispute the Notice to End Tenancy within five days and was scheduled to attend this hearing.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on March 11, 2010 and the effective date of the notice is March 25, 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*, and has failed to attend this hearing.

Based on the foregoing, I dismiss the tenant's application to cancel the 10 Day Notice to End Tenancy.

Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service on the tenant**. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,350.00** comprised of \$2,300.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$575.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,775.00**. 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: May 03, 2010.

Dispute Resolution Officer