

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on March 20, 2010, the Tenant did not appear. I find the Tenant has been served in accordance with the Act.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

### Background and Evidence

Based on the uncontradicted testimony of the Landlord, I find that the Tenant was served with a Notice to End Tenancy for non-payment of rent, the security deposit and a phone bill on March 6, 2010 by personal service. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Landlord testified the Tenant has not paid rent since March 2010, and has not given her any Notice to end the tenancy.

### Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the outstanding rent and did not apply to dispute the Notice and 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.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of **\$1,820.00** comprised of \$590.00 rent for each of March, April and May 2010, and the \$50.00 fee paid by the Landlord for this application. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The Tenant has not paid a security deposit to the Landlord and therefore, I am not able to order that the Landlord may keep the deposit. Furthermore, there was no copy of any agreement submitted in evidence which allowed the Landlord to charge the Tenant \$25.00 for phone service, and therefore, I make no order on this claim.

The Landlord has leave to apply for further monetary claims.

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 05, 2010.

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Dispute Resolution Officer