

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; authorization to retain the security deposit; and, recovery of the filing fee. The tenant did not appear at the hearing. The landlord provided evidence that the tenant was served with notification of the landlord's application by registered mail sent to the rental unit. A search of the tracking number showed that the registered mail was successfully delivered. I was satisfied the tenant was notified of this hearing and I proceeded to hear from the landlord without the tenant present.

Issues(s) to be Decided

1. Is the landlord entitled to an Order of Possession?
2. Is the landlord entitled to recover unpaid rent and loss of rent for the months April through June 2010?
3. Is the landlord authorized to retain the security deposit?

Background and Evidence

The landlord provided the following evidence. The one-year fixed term tenancy commenced February 1, 2010 and the tenant paid a \$300.00 security deposit on January 29, 2010. The tenant is required to pay rent of \$600.00 on the 1st day of every month. The tenant failed to pay rent for April 2010 and on April 8, 2010 the landlord

posted a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on the tenant's door. The

Notice indicates \$600.00 in rent was outstanding and had an effective date of April 22, 2010. The tenant did not pay the outstanding rent or any monies for use and occupancy for May or June 2010 yet continues to occupy the rental unit.

As evidence, the landlord provided a copy of the Notice and the tenancy agreement.

Analysis

Where a tenant receives a 10 Day Notice the tenant has five days to pay the outstanding rent or dispute the Notice. Otherwise, the tenant is conclusively presumed to have accepted the Notice and must vacate the rental unit by the effective date. I am satisfied the landlord served the tenant with a 10 Day Notice and the tenant did not pay the outstanding rent or dispute the Notice. Accordingly, I find the tenancy ended April 22, 2010.

Since the tenant continues to occupy the rental unit the landlord is entitled to an Order of Possession. With this decision I provide the landlord with an Order of Possession effective two days after service of the Order of Possession upon the tenant. The Order of Possession may also be enforced in the Supreme Court of British Columbia as an Order of that court.

I am satisfied that the landlord is entitled to recover unpaid rent of \$600.00 from the tenant for the month of April and loss of rent for the months of May and June 2010. As the landlord was successful with this application, I also award the filing fee to the landlord. The landlord is authorized to retain the tenant's security deposit in partial satisfaction of the rent owed by the tenant.

I provide for the landlord with this decision a Monetary Order in the amount of \$1,550.00 calculated as follows:

Unpaid rent – April 2010

\$ 600.00

Loss of rent – May and June 2010	1,200.00
Filing fee	50.00
Less: security deposit	<u>(300.00)</u>
Monetary Order	<u>\$ 1,550.00</u>

The landlord must serve the Monetary Order upon the tenant and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two days after service upon the tenant.

The landlord is authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$1,550.00 to serve upon the tenant.

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: June 18, 2010.

Dispute Resolution Officer