

## **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 and a monetary order due to unpaid rent.

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

The landlord testified that the tenant was served with the notice of this hearing in person by her neighbour on June 11, 2010 while the landlord witnessed the service from the top of the stairs.

Based on the testimony of the landlord, I find that the tenant has been served with the Notice of Hearing documents.

### 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; and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord testified that the tenancy began on October 1, 2009 as a month to month tenancy for a monthly rent of \$725.00 due on the 1<sup>st</sup> of the month and that a security deposit of \$362.50 was paid on September 24, 2009.

The landlord submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on June 2, 2010 with an effective vacancy date of June 15, 2010 due to \$725.00 in unpaid rent.

Testimony from the landlord indicates that the tenant failed to pay the full rent owed for the months of June and July 2010 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent when put in her mailbox on June 2, 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 not apply to dispute the Notice to End Tenancy within five days.

### Analysis

I have reviewed all documentary evidence and testimony 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 June 5, 2010 and the effective date of the notice is June 15, 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 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 and grant a monetary order in the amount of **\$1,500.00** comprised of \$1,450.00 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: July 16, 2010.

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Dispute Resolution Officer