

## **Decision**

**Dispute Codes:** OPR / OPB, 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 / pet damage deposits, and recovery of the filing fee. The landlord's agents participated in the hearing and gave affirmed testimony.

Despite being served in person on May 20, 2010 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 month-to-month tenancy began on September 18, 2009. Rent in the amount of \$1,200.00 is payable in advance on the first day of each month. A security deposit of \$600.00 and a pet damage deposit of \$600.00 were collected on September 18, 2009. A move-in condition inspection and report were completed on September 18, 2009.

Arising from rent which was not fully paid when due on May 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 4, 2010. The notice was served by way of posting on the tenant's door on that same date. A copy of the notice was submitted into evidence. Subsequently, the tenant made payment in the amount of \$800.00 on May 20, 2010, however, rent remains unpaid for June and July 2010, and the tenant continues to reside in the unit.

## **Analysis**

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agents, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated May 4, 2010. The tenant did not pay the 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 \$2,450.00. This is comprised of \$1,200.00 in unpaid rent for June 2010, \$1,200.00 in unpaid rent for July 2010, in addition to the \$50.00 filing fee. I order that the landlord retain the combined security / pet damage deposits of \$1,200.00 (2 x \$600.00) and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,250.00 (\$2,450.00 - \$1,200.00).

## **Conclusion**

Pursuant to all of 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 **\$1,250.00**. 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: July 7, 2010**

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Dispute Resolution Officer