

## **Decision**

**Dispute Codes:** OPR, 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 deposit / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony.

Despite being served in person on June 17, 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 of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written tenancy agreement, the fixed term of tenancy is from August 10, 2009 to August 31, 2010. Rent in the amount of \$995.00 is payable in advance on the first day of each month. A security deposit of \$497.50 was collected at the outset of tenancy.

Arising from rent which was in arrears, the landlord issued a 10 day notice to end tenancy for unpaid rent dated June 2, 2010. The notice was served by posting on the tenant's door on that same date. A copy of the notice was submitted into evidence.

The amount shown on the notice as overdue is \$1,024.82, comprised as follows: May rent: \$9.82; June rent: \$995.00; June late fee: \$20.00. An overview of the status of overdue rent, fees for late payment of rent, and payments made by the tenant follows:

Rent Owed:

Late Fees Owed:

May:	\$9.82	N/A
June:	\$995.00	\$20.00
July:	\$995.00	\$20.00
August:	\$995.00	\$20.00
Sub-totals:	<u>\$2,994.82</u>	<u>\$60.00</u>
Total:	<b><u>\$3,054.82</u></b>	

*Payments made by tenant:*

June 4:	\$600.00
June 17:	\$400.00
July 9:	\$300.00
July 20:	\$500.00
August 5:	\$545.00
Total:	<b><u>\$2,345.00</u></b>

**Balance overdue: \$709.82** (\$3,054.82 - \$2,345.00)

**Analysis**

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated June 2, 2009. The tenant did not pay the full amount of 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, as set out above, I find that the landlord has established a claim of \$709.82. As the landlord has succeeded in this application, I find the landlord is also entitled to recover the \$50.00 filing fee, bringing the total entitlement to \$759.82.

I order that the landlord retain the security deposit of \$497.50, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$262.32 (\$759.82 - \$497.50).

### **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 **\$262.32**. 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: August 10, 2010

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Dispute Resolution Officer