

Decision

Dispute Codes: OPR, MNR, MNSD

Introduction

This hearing dealt with an application by the landlord for an order of possession / and a monetary order as compensation for unpaid rent. The landlord's request during the hearing to amend the application to include retention of the security deposit was granted. The landlord participated in the hearing and gave affirmed testimony.

Despite being served by way of registered mail 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 the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on January 1, 2008. Rent in the amount of \$1,800.00 is payable in advance on the first day of each month. A security deposit of \$900.00 was collected at the outset of tenancy.

Arising from rent and utilities which were overdue on June 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent or utilities dated June 3, 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 no payment toward rent or utilities and appears to have abandoned the unit sometime in July without informing the landlord of his forwarding address. Miscellaneous refuse and what appear to be discarded belongings have been left in and around the unit, and the landlord considers that cleaning and certain repairs are be required in the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent or utilities dated June 3, 2010. The tenant did not pay the outstanding rent or utilities 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 \$4,300.00. This is comprised of \$1,800.00 in unpaid rent for June, \$1,800.00 in unpaid rent for July, and \$700.00 combined in unpaid hydro and gas utilities. The landlord did not apply to recover the filing fee.

I order that the landlord retain the security deposit of \$900.00, plus interest of \$13.50, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$3,386.50 (\$4,300.00 - \$913.50).

Conclusion

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 **\$3,386.50**. 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 31, 2010

Dispute Resolution Officer