



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes – OPR, MNR, MNSD, MNDC, 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's agent only. The tenant did not attend.

The landlord's agent testified that on June 7, 2010 he served the tenant with the Notice of Hearing documents via registered mail. Section 90 of the *Act* states a document sent by mail is deemed served on the 5th day after it is mailed.

Based on the testimony of the landlord's agent, 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; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 55, 67, and 72 of the *Act*.

Background and Evidence

The tenancy began on February 15, 2010 as a 1 year fixed term tenancy with monthly rent of \$1,200.00 due on the 1st of the month with a security deposit of \$600.00 paid.

The landlord's agent submitted a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on June 7, 2010 with an effective vacancy date of June 18, 2010 due to \$1,200.00 in unpaid rent.

Testimony by the agent indicates that the tenant failed to pay the full rent owed for the month of June 2010 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent when it was posted to the rental unit door on June 7, 2010. The agent further testified that this service was witnessed by a third party.

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.

The landlord's agent testified that the tenant had paid the outstanding rent on the following dates \$800.00 on June 14, 2010; \$140.00 on June 15, 2010 and the balance on June 21, 2010.

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's agent. The notice is deemed to have been received by the tenant on June 10, 2010 and the effective date of the notice is amended to June 20, 2010, pursuant to Section 53 of the *Act*.

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*. I also accept the agent's testimony that the tenant has paid the rent in full, after the 5 days granted under Section 46(4).

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

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 in the amount of **\$50.00** comprised of the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit held in the amount of \$600.00 in satisfaction of this claim, leaving a balance of \$550.00 as the security deposit held.

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: August 13, 2010.

Dispute Resolution Officer