

DECISION

Dispute Codes OPR, MNSD, FF

Introduction

This is an application by the Landlord for an order of possession following a 10 day notice to end tenancy for unpaid rent, a request for a monetary order for unpaid rent and to keep the security deposit. The Landlord appeared by conference call and gave affirmed testimony. The Tenant did not attend to participate.

Issues(s) to be Decided

Is the Landlord entitled to an order of possession for unpaid rent?

Can the Landlord keep the security deposit?

Background and Evidence

This Tenancy began on August 23, 2006 on a month to month agreement. The monthly rent is \$360.00 payable on or before the 1st of the month. A security deposit of \$175.00 was paid on August 23, 2006. The Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent on September 2, 2010, in person. The notice indicates failure to pay rent of \$360.00 on September 1, 2010. The Tenant has not paid the rent and has not filed an application for dispute resolution within the 5 days allocated from service. The Landlord states that the hearing documents were served in person on September 16, 2010. The hearing documents only show a request for September and October rent. The Tenant has not filed for dispute or responded to the notice of today's hearing. The Landlord is also seeking compensation for rent not received in August and October. The Landlord cannot comment on why notice of the August rent was not indicated on either the 10 day notice to end tenancy or the Landlord's application for dispute resolution. The Landlord states that the Tenant still resides at the dispute location and that he saw the Tenant in the building approximately 1 hour prior to the hearing time.

Analysis

Based upon the undisputed testimony of the Landlord, I accept that the 10 day notice to end tenancy and the hearing documents were properly served. I find that the Tenant has failed to pay rent for the months of September and October 2010. I dismiss the Landlord's claim of the August rent since no notice on either of the above noted documents make mention of it or were served on the Tenant. The Landlord has not provided any documentary proof for their claim. I grant the Landlord's request for an order of possession. The Tenant must be served with the order of possession. 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.

As for the monetary order, I find that the Landlord has established a claim of \$720.00 in unpaid rent for September and October. The Landlord is also entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$175.00 security deposit and the \$5.60 in interest which has accrued to the date of this judgement in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$589.40. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$589.40. The Landlord may retain the security deposit.

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*.
