

Decision

Dispute Codes:

MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated August 4, 2010, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on August 23, 2010 the tenant did not appear.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence are 1) Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent and 2) Whether or not the landlord is entitled to monetary compensation for rental arrears owed and loss of rent

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated August 4, 2010, the tenant's ledger and a copy of the tenancy agreement. The landlord testified that the tenancy began on August 1, 2008, at which time the tenant paid a security deposit of \$600.00. The landlord testified that the tenant failed to pay \$1,200.00 rent due August 1, 2010, and a Ten Day Notice to End Tenancy for Unpaid Rent was issued. The landlord testified that the tenant paid the arrears for August in early September and September's rent on September 17th, 2010. Receipts for "use and

occupancy only” were issued. The landlord testified that the tenant still owes \$1,200.00 for October and three late fees of \$20.00 each pursuant to the tenancy agreement. The landlord is seeking compensation of \$1,310.00 including the \$50.00 cost of the application and an Order of possession effective in 5 days after service on the tenant.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy by posting it on the door and did not pay the outstanding rent or apply to dispute it within 5 days and 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. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim of \$1,310.00 comprised of \$1,200.00 rental arrears, \$60.00 late fees and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit and interest of \$603.98 in partial satisfaction of the claim leaving a balance due of \$706.02.

Conclusion

I hereby issue an Order of Possession in favour of the landlord effective five days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the Landlord an order under section 67 for \$706.02. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: October 2010.

Dispute Resolution Officer