

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This is an application by the Landlord for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent. The Landlord is also seeking a monetary order for unpaid rent, to keep the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and the recovery of the filing fee.

The Landlord appeared by conference call and gave undisputed affirmed testimony. The Tenant did not attend.

### Issues(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

### Background and Evidence

This tenancy began on April 15, 2009 on a fixed term tenancy agreement to end on April 30, 2011. The monthly rent is \$875.00 payable by the 1<sup>st</sup> of each month and the Tenant made a security deposit payment of \$437.50 on April 13, 2010.

The Landlord has provided evidence that the 10 day notice to end tenancy was posted on the door of the rental unit on October 1, 2010, with a move out date of October 12, 2010. The Landlord gave affirmed testimony that the hearing documents were sent to the Tenant by registered mail on October 22, 2010 and were unclaimed by the Tenant. The Landlord has provided a resident ledger outlining the non-payment of rent by the Tenant. The Landlord states that the Tenant as of the hearing date has rent arrears for the month of October and November for \$895.00 each month, this includes a \$20 late rent fee for each month. The total claim by the Landlord is \$1,790.00.

### Analysis

I accept the Landlord's undisputed testimony and I find that the Tenant was served with a notice to end tenancy for non-payment of rent. The Tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and therefore is conclusively presumed 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. 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 for \$1,790.00 in unpaid rent. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$437.50 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance of \$1,402.50. 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 \$1,402.50. 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*.

Dated: November 17, 2010.

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Dispute Resolution Officer