



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order for unpaid rent and to recover the filing fee.

Although served with the Application for Dispute Resolution and Notice of Hearing on January 10, 2011, by registered mail, the Tenant did not appear.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and make submissions to me.

### Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

### Background and Evidence

Based on the affirmed testimony of the Landlord, I find that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on December 22, 2010, by posting on the door. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice. I note the effective move out date indicated on the Notice is ineffective and automatically corrects under the Act to January 4, 2011.

The Tenant did not apply to dispute the Notice. The Landlord gave affirmed testimony the Tenant moved into the rental unit on November 6, 2010, and was to pay \$600.00 for monthly rent. The Landlord stated that the Tenant has not paid any rent since moving in and now owes rent for November, December 2010 and January 2011.

The Landlord also stated that the Tenant was to pay a security deposit of \$300.00, but has not paid this amount.

### Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the outstanding rent and did not apply to dispute the Notice 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.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find the amount of unpaid rent listed on the Notice is incorrect, but I accept the affirmed testimony of the Landlord that the Tenant owed monthly rent of \$600.00, has not yet made a payment and owes the amount of \$1,800.00 in unpaid rent.

I find the Landlord is not entitled to the security deposit of \$300.00 as he did not require a deposit when he entered into the tenancy agreement with the Tenant, as required in Section 20(a) of the Act.

Therefore I find that the Landlord has established a total monetary claim of **\$1,850.00** comprised of unpaid rent of \$1,800.00 and the \$50.00 fee paid by the Landlord for this application.

I grant the Landlord a monetary order under section 67 for the amount of \$1,850.00.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### Conclusion

The Tenant failed to pay rent and did not file to dispute the Notice to End Tenancy. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an Order of Possession and is granted a monetary order for 1,850.00.

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: January 25, 2011.

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Residential Tenancy Branch