



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by personal service on February the seventh 2011 but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for an Order of Possession based on Notice to End Tenancy for nonpayment of rent, a request for a monetary order for \$2210.00, a request that the respondent bear the \$50.00 cost of the filing fee, and a request that the landlord be allowed to keep the full \$190.00 security deposit towards the claim.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on September 2, 2010 for a tenancy beginning September 1, 2010 for the monthly rent of \$720.00 due on 1st of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, January 26, 2011 with an effective vacancy date of February 5, 2011 due to \$1300.00 in unpaid rent.

The landlord testified that the tenant(s) had failed to pay outstanding rent totaling \$1300.00 to the end of January 2011 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent by hand on January 26, 2011.

The Notice states that the tenant(s) had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant(s) did not apply to dispute the Notice to End Tenancy within five days.

The tenant is also now failed to pay the February 2011 rent in the amount of \$720.00 and therefore there is now a total of \$2020.00 rent outstanding.

Analysis

I have reviewed all the evidence and testimony, and accept that the tenant has been served with notice to end tenancy as declared by the landlord. I accept the evidence before me that the tenant has failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

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 Notice.

Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service on the tenant(s)**. This order must be served on the tenant(s) 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 section 67 in the amount of \$2020.00 comprised of the outstanding rent to the end of February 2011. I therefore order that the landlord may retain the full security deposit of \$190.00 and I have issued a monetary order in the amount of \$1880.00

This order must be served on the tenant(s) 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: February 18, 2011.

Residential Tenancy Branch