

## **DECISION**

Dispute Codes      MT, CNR, MNDC, RP, OPR, MNR, FF

### Introduction

This is a cross application by the Landlord and the Tenant. The Landlord is seeking an order of possession resulting from a 10 day notice to end the tenancy for unpaid rent, a request for a monetary order for unpaid rent and the recovery of the filing fee. The Tenant has made an application to allow more time to make an application to cancel a notice to end tenancy, for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to have the Landlord make repairs to the unit, site or property.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

As the Tenant did not attend the hearing, I find that Landlord was present and prepared to proceed with the dispute, the Landlord is entitled to have this matter dismissed. I dismiss the Tenant's application for more time to dispute the notice to end tenancy. I also find that the Landlord is entitled to have the Tenant's application for a monetary order and to have the Landlord make repairs to the unit, site or property dismissed. The Tenant's entire application is dismissed.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?  
Is the Landlord entitled to a monetary order?

### Background and Evidence

The Landlord states that the notice to end tenancy was posted on the rental unit door on February 1, 2011 as shown on the proof of service document provided by the Landlord. The Tenant is deemed to be served 3 days after this was done. The effective date of this notice would have been February 4, 2011 and not February 1, 2011, thus having a move-out date of February 14, 2011 instead of the displayed February 11, 2011. The notice displays rent arrears of \$347.00 left from the monthly rent of \$897.00 that was

due. The Landlord has provided a signed copy of the tenancy agreement showing this and that a \$448.50 security deposit was paid. The Landlord states that the rent arrears have not been paid and the Tenant still resides at the rental unit.

The Landlord states that the notice of hearing was served by personally delivering the notice on February 10, 2011 and providing a copy of the evidence in person on February 11, 2011 to the Tenant.

### Analysis

Based upon the undisputed testimony of the Landlord, I am satisfied that the 10 day notice to end the tenancy was properly served and that the notice of hearing was also properly served on the Tenant.

The Tenant has not paid the rent within 5 days of receiving the notice nor have they filed an application for dispute resolution within the allowed time. The Tenant is deemed to accept the tenancy is at an end. As such I find that the Landlord has established a claim for unpaid rent and 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 also established a claim for \$347.00 in unpaid rent. The Landlord is also entitled to the recovery of the 50.00 filing fee. I order that the Landlord retain \$397.00 from the \$448.50 security deposit in satisfaction of this claim.

### Conclusion

The Landlord is granted an order of possession.

The Landlord may retain \$397.00 from the security deposit in satisfaction of this claim.

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 22, 2011.

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Residential Tenancy Branch