

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent and hydro; and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on November 14, 2010 for a month to month tenancy beginning on November 13, 2010 for the monthly rent of \$1,200.00 due on the 15th of each month and a security deposit of \$600.00 was paid. The agreement stipulates that heat and electricity are not included in rent; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 1, 2011 with an effective vacancy date of March 10, 2011 due to \$400.00 in unpaid rent for January 2011;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 1, 2011 with an effective vacancy date of March 10, 2011 due to \$1,200.00 in unpaid rent for February 2011;
- A copy of a hydro bill for service between December 17, 2010 and February 17, 2011 in the amount of \$605.91

The tenant testified that she had failed to pay the full rent owed for the months of January, February, and March 2011 and the parties agree that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent by registered mail. The parties agree the tenant has failed to pay the hydro bill.

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

The tenant testified that she just started working and that her husband had lost employment and they were unable to pay but that they planned to move out in April 2011.

Analysis

I have reviewed all evidence and accept that the tenant has been served with notice to end tenancy as agreed by both parties. The notice is deemed to have been received by the tenant on March 6, 2011 and the effective date of the notice is amended to March 16, 2011, pursuant to Section 53 of the *Act*. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*. I also accept the tenant has failed to pay the hydro charges.

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**. This order must be served on the tenant 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 to Section 67 and I grant a monetary order in the amount of **\$3,455.91** comprised of \$2,800.00 rent owed; \$605.91 hydro owed and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenant 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: March 30, 2011.

Residential Tenancy Branch