



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67;
3. A Monetary Order for damage – Section 67
4. An Order to retain the security / pet deposit - Section 38;
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act). The Tenant did not participate in the conference call hearing.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy was long-term. Rent in the amount of \$785.00 is payable in advance on the fifteenth (15th) day of each month. The Landlord had no information on whether a security deposit was collected from the Tenant. The Landlord states in the application that on February 4, 2011, the Tenant appeared to have abandoned the premises. On February 25, 2011, upon arriving at the rental unit to change the locks, a vehicle was noted to be parked in the driveway which indicated to the Landlord that the Tenant was still at the rental unit. When the Tenant failed to pay rent for the period February 15 to March 14, 2011, the landlord served the Tenant with a 10 day Notice to End Tenancy by putting the Notice in the mailbox of the rental unit. The Landlord made an Application for Dispute Resolution on February 28, 2011 and served the application with the Notice of Hearing to the Tenant by registered mail to that rental unit. On March 2, 2011, the Landlord posted an inspection notice on the door of the rental unit. On March 7, 2011, when the Landlord attended the rental unit, the Notice was still on the door and the neighbour provided the Landlord with the keys to the rental unit, having received them from the Tenant on an unknown date.

The Landlord also asks for an award to cover the costs of removing junk left outside of the rental unit. The Landlord does not know whether a move-in inspection report was completed at the beginning of the tenancy.

Analysis

Based on the Landlord's testimony I find that the Tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The Tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore 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**.

I also find that the landlord has established a monetary claim for **\$785.00** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$835.00**.

As there is no evidence that a security deposit was paid by the Tenant, I dismiss the Landlord's claim in relation to a security deposit.

With respect to the landlord's claim for compensation for junk removal, given the lack of a move-in report, I am not satisfied that the junk was there as a result of the Tenant's actions. That claim is therefore dismissed.

Calculation for Monetary Order

Rental Arrears	\$785.00
Filing Fees for the cost of this application	50.00
Total Monetary Award	\$835.00

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **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.

I grant the Landlord an order under Section 67 of the Act for the amount of **\$835.00**. If necessary, this order may be filed in the Small Claims Court 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 14, 2011.

Residential Tenancy Branch