



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, 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, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Has the Tenant breached the Residential Tenancy Act (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 and affirmation of the Tenant, I find that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) on February 8, 2011, by leaving a copy with an adult occupant of the rental unit.

The Tenant did not dispute service of the Notice.

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 February 18, 2011.

The Landlord testified that the monthly rent is \$925.00 and that the Tenant did not pay rent in February. The Landlord is also seeking the March rent of \$925.00 and advertising fees of \$30.00.

The Tenant did not dispute this amount and testified that she moved out on February 18, 2011.

Analysis

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

I find the Tenant has not paid the outstanding rent owed to the Landlord and failed to apply to dispute the Notice, and therefore, is 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 that the Landlord has established a total monetary claim of **\$975.00**, comprised of unpaid rent for February 2011 and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposit and interest of **\$376.35** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$598.65**.

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

I have not allowed the Landlord's claim for the March 2011 rent as the same is not yet due and payable and the Landlord has not suffered that loss as of the day of the hearing. However, the Landlord is at liberty to make Application when and if this occurs.

Additionally, in relation to the Landlord's claim for advertising fees, I find that the Landlord has chosen to incur costs that cannot be assumed by the Tenant. The dispute resolution process allows an Applicant to claim for compensation or loss as the result of a breach of Act and not for costs incurred to conduct a Landlord's business. Therefore,

I find that the Landlord may not claim advertising fees, as they are costs which are not named by the *Residential Tenancy Act*.

Conclusion

The Landlord is granted an Order of Possession and a monetary order for **\$598.65**.

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 09, 2011.

Residential Tenancy Branch