



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order for unpaid and to recover the filing fee.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on March 3, 2011, the Tenant did not appear. The Landlord's Agent provided the tracking number for the registered mail and testified that the Tenant had claimed the mail.

The Landlord's Agent appeared, gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and make submissions to me.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Background and Evidence

This tenancy began on August 1, 2010, on a month to month basis. Monthly rent is \$750.00 and a security deposit of \$375.00 was paid on July 21, 2010.

The Landlord's Agent gave affirmed testimony and supplied evidence that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on February 8, 2011, by posting on the door. The Notice stated the amount of unpaid rent was \$350.00. I note the date of the Notice is listed at February 9, 2011, due to the Landlord stating that she believed that the Notice would be served that day; however the Landlord's Agent testified that it was actually served the day before.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the Tenant had five days to dispute the Notice.

The Tenant did not apply to dispute the Notice. The Landlord provided evidence and gave affirmed testimony that the Tenant made partial payments of rent since the

issuance of the Notice, for the balance of the February and March, 2011, rent, in March, 2011, and currently does not owe unpaid rent.

Analysis

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

The Tenant did not pay the outstanding rent within five days of the Notice and did not apply to dispute the Notice and is therefore 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 **\$50.00** comprised of the fee paid by the Landlord for this application.

I allow the Landlord to retain \$50.00 from the security deposit in satisfaction of the claim.

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

Conclusion

The Landlord is granted an Order of Possession, may retain \$50.00 from the security deposit in satisfaction of the 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: March 15, 2011.

Residential Tenancy Branch