



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / and recovery of the filing fee. The landlord's request to amend his original application to include retention of the security deposit and pet damage deposit was granted. The landlord participated in the hearing and gave affirmed testimony.

Despite mailing of the application for dispute resolution and notice of hearing to the tenant by way of registered mail, the tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mailing.

Issues to be decided

- Whether the landlord is entitled to any of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on December 1, 2006. Presently, monthly rent is \$1,352.00. A security deposit of \$650.00 was collected on November 30, 2006, and a pet damage deposit of \$10.00 was collected on March 21, 2011.

Arising from rent which remained overdue on March 1, 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent dated March 16, 2011. The notice was served by way of posting on the tenant's door on that same date, as well as by way of registered mail; the landlord's evidence includes the Canada Post tracking number for the registered mailing. A copy of the notice was submitted into evidence. Subsequently, the tenant made no payment toward rent and he continues to reside in the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated March 16, 2011. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant 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. Accordingly, I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim of \$3,102.00. This is comprised of \$348.00 in unpaid rent for February, \$1,352.00 in unpaid rent for March, \$1,352.00 in unpaid rent for April 2011, in addition to the \$50.00 filing fee.

I order that the landlord retain the security deposit of \$650.00, plus interest of \$19.95, and the pet damage deposit of \$10.00, (total: \$679.95), and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$2,422.05 (\$3,102.00 - \$679.95).

Conclusion

I hereby issue an order of possession in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$2,422.05**. Should it be necessary, this order may be served on the tenant, 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*.

DATE: April 27, 2011

Residential Tenancy Branch