



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This is an application by the Landlord for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent, a request for a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed affirmed testimony. The Tenant did not attend.

At the beginning of the hearing the Landlord stated that the Tenant has made a partial payment of \$850.00, but that the Tenant is still in arrears for \$665.00.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Background and Evidence

This tenancy began on October 1, 2010 on a fixed term tenancy for 6 months ending on April 30, 2011 as shown in the submitted signed tenancy agreement. The monthly rent is \$850.00 payable on the 1st of each month and a security deposit of \$425.00 was paid on September 30, 2010.

The Landlord states that a 10 day notice to end tenancy for unpaid rent was issued on March 2, 2011 by posting it on the door of the rental unit. The notice displays \$850.00 rent due on March 1, 2011 that was not paid. The notice also displays a move-out date of March 12, 2011. The Tenant paid \$185.00 on March 11, 2011 for March Rent. The Landlord states that the Tenant made a recent payment of \$850.00 for rent and issued a receipt to the Tenant for use and occupancy only. The Landlord claims he is still in

arrears for \$665.00 for April Rent and that the Tenant still has possession of the rental unit.

The notice of hearing package was sent by registered mail to each of the two Tenants on March 15, 2011. The Landlord has provided the registered mail tracking numbers for each.

Analysis

Based upon the undisputed affirmed testimony of the Landlord that the hearing and evidence package was sent by registered mail, I am satisfied that the Tenant was properly served.

I am satisfied that the 10 day notice to end tenancy was properly served by posting on the rental door. As such, the Tenant has failed to pay the rent within 5 days or file an application for dispute. The Tenants are deemed to accept that the tenancy is at an end. I find that the Landlord is entitled to an order of possession. The Tenant must be served with the 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.

As for the monetary order, I find that the Landlord has established a claim for \$665.00 in unpaid rent. The Landlord is also entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$425.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance of \$290.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$290.00. The Landlord may retain the security deposit.

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: April 05, 2011.

Residential Tenancy Branch