



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 17, the tenant did not participate in the conference call hearing.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on or about August 5, 2010 at which time the tenant paid a \$412.50 security deposit. Rent in the amount of \$875.00 is payable in advance on the first day of each month. The tenancy agreement provides that late payments are subject to a \$25.00 fee. The tenant failed to pay \$18.75 of his rent in the month of August, paid his rent late in the months of November and December and paid no rent whatsoever in the month of March. On March 3 the landlord served the tenant with a notice to end tenancy by putting the notice in the tenant's mailbox. The tenant further failed to pay rent in the month of April.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply 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. 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 tenant failed to pay \$18.75 of his rent in the month of August and paid no rent whatsoever in the months of March and April. I award the landlord \$1,668.75 in unpaid rent and loss of income. I find that the landlord is entitled to late payment fees for the months of November, December and March and I award the landlord \$75.00. The landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of \$1,793.75. I order that the landlord retain the \$412.50 security deposit and I grant the landlord an order under section 67 for the balance due of \$1,381.25. 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 \$1,381.25. 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