



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

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

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on May 13, 2011, neither Tenant appeared. The Landlord provided copies of the registered mail receipts for each Tenant, testified that the mail was sent to the address at which the Tenants resided and successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act"). Thus the hearing proceeded in the Tenants' absence.

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

Issue(s) to be Decided

Have the Tenants breached the Residential Tenancy Act (the "Act") or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Background and Evidence

This month to month tenancy began on July 1, 2000, monthly rent started at \$660.00 and is currently \$845.00 and a security deposit of \$330.00 was paid by the Tenants at the beginning of the tenancy.

The Landlord's Agent gave affirmed testimony and supplied evidence that the Tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on May 2, 2011, by posting on the door. The Notice stated the amount of unpaid rent was \$845.00. Documents served in this manner are deemed served three days later under section 90 of the Act. Thus the effective vacancy date May 12, 2011, is automatically corrected to May 15, 2011.

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

I have no evidence before me that the Tenants applied to dispute the Notice. The Landlord provided evidence and gave affirmed testimony that the Tenants have not made any rent payments since issuance of the Notice and currently owe rent of \$845.00 for May and June 2011, in the amount of \$1,690.00.

Analysis

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

The Tenants have not paid the outstanding rent and did not apply to dispute the Notice and are 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 Tenants. 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 **\$1,740.00** comprised of outstanding rent of **\$1,690.00** and the **\$50.00** fee paid by the Landlord for this application.

I allow the Landlord to retain the deposit and interest of **\$355.51** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,384.49**.

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 keep the security deposit and interest in partial satisfaction of the claim and is granted a monetary order for **\$1,384.49**.

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: June 08, 2011.

Residential Tenancy Branch