

## **DECISION**

Dispute Codes      OPR, OPC, MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for an order of possession resulting from service of a 10 day notice to end tenancy for unpaid rent and a 1 month notice to end tenancy for cause, a request for a monetary order for unpaid rent and to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

At the beginning of the hearing, the Tenant stated that she filed an application for dispute on May 2, 2011. RTB file no. ##### was filed with the RTB on June 2, 2011 and the Landlord has not been served with notice of the application. I decline to hear the application for more time or the merits of the application because the Landlord has not been served notice.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The Landlord states that the Tenant was served by a process server with the notice of hearing and evidence package on May 17, 2011 in person. The Tenant does not dispute service.

This Tenancy began in December of 2006. Neither party has submitted a signed tenancy agreement. Both parties agree that the monthly rent is \$600.00 and that a security deposit of \$250.00 was paid on December 7, 2006.

The Landlord states that the Tenant was served with the 10 day notice to end tenancy for unpaid rent on April 6, 2011 by having it posted to the rental unit door. The Tenant confirms receiving the notice in this manner. The Landlord states that the rent remains unpaid to the date of this hearing. The Landlord also served a 1 month notice to end tenancy for cause on March 29, 2011.

The Landlord claims that when he went to collect the rent on April 1, 2011 the Tenant's boyfriend stated that rent would not be paid because of the 1 month notice to end

tenancy for cause being served. The Tenant states that rent is normally paid when the Landlord attends on the 1<sup>st</sup> of the month. The Tenant states that she attempted to pay the rent on April 2, 2011, but does not provided any details of this attempt. The Tenant also states that she did not file an application for dispute resolution within the allowed 5 days.

### Analysis

As both parties have attended the hearing and have confirmed receipt of the other's evidence, I am satisfied that both have been properly served.

Based upon the evidence provided by the Landlord and the Tenant's own direct testimony, I am satisfied that the Tenant has failed to respond to the 10 day notice to end tenancy by paying the rent or filing an application. The Tenant is deemed to accept that the Tenancy is at an end. The Landlord has established a claim for an order of possession due to unpaid rent. 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 of \$1,200.00 for unpaid rent for the months of April and May. The loss of rental income for June is premature as of the date of this hearing and I dismiss this portion of the claim with leave to reapply if the Landlord is unable to re-rent and has complied with the Act. The Landlord is entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$250.00 security deposit and \$7.64 in interest which has accrued to the date of this judgement in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$992.36. 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 \$992.36. 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: June 03, 2011.

---

Residential Tenancy Branch

