

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

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

The Landlord and his agent appeared at the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on October 1, 2010 on a fixed term tenancy for 6 months until March 31, 2011. The Landlord states that the monthly rent is \$1,050.00 payable on the 1st of each month and a security deposit of \$525.00 was paid at the beginning of the tenancy.

The Landlord states that he personally served the notice of hearing documents on June 21, 2011 on an adult male occupant known to him at the rental unit.

The Landlord states that the 10 day notice to end tenancy for unpaid rent was personally served on the same adult male occupant on June 6, 2011. The notice on this date states that the Tenant has failed to pay the rent of \$1,050.00 due on June 1, 2011. The Landlord states that the Tenant still occupies the rental unit along with adult male occupant. The Landlord also states that no rent was paid nor was there an application filed for dispute resolution within the allowed 5 days. The rent arrears now include both the months of June and July totalling, \$2,100.00 which remain unpaid as of the date of this hearing. The Landlord's agent states that he has personally had communications with the Tenant confirming her knowledge of the 10 day notice to end tenancy documents and the notice of hearing document package.

Analysis

I am satisfied that the Tenant was properly served in person. The known adult male occupant was served with both documents and the Landlord's agent gave testimony of communications with the Tenant that she was aware of both notices.

Based upon the undisputed testimony of the Landlord, I find that the Tenant is presumed to accept that the Tenancy ended on the effective date of the notice. 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 \$2,100.00 in unpaid rent. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$525.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$1,625.00. 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 \$1,625.00. 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: July 15, 2011.

Residential Tenancy Branch