

DECISION

Dispute Codes OPR, MNR, MNDSD, O, 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, a monetary order request for unpaid rent, to recover the short fall from the Tenant's last two rent payments made in US Funds and recovery of the filing fee.

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

At the beginning of the hearing the Landlord's agent stated that the rent arrears and the US Funds exchange rate shortfall was paid by the Tenant on July 5, 2011. The Tenant confirms payment of the rent and US Funds shortfall. The Landlord stated that the monetary request was being withdrawn but that the order of possession was still being sought.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

This tenancy began on March 4, 2011 on a fixed term tenancy ending March 31, 2012 as shown in the submitted signed tenancy agreement. The monthly rent is \$1,250.00 payable in Canadian Funds on the 1st of each month. A security deposit of \$625.00 was paid.

The Landlord states that the Tenant was served with the notice of hearing documents by sliding it under the door on July 6, 2011. The Tenant disputes this, but states that he received the notice of hearing and evidence package in the mail.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy for unpaid rent on June 10, 2011 by posting it on the door of the rental unit. The Tenant disputes that he never received this notice. The Landlord has provided a proof of service document completed by the Landlord's agent, T.V. as a witness to the posting of the 10 day notice. The Landlord's agent has also provided the witness, M.H. who

confirms posting of the notice on the door on the date indicated on the notice with the Landlord's agent.

The Tenant stated in direct testimony that he did not pay the June rent arrears and the US Funds exchange short fall of \$153.75 until July 5, 2011.

Analysis

As both parties have attended the hearing and have referred to the Landlord's evidence, I am satisfied that both parties have properly been served with the notice of hearing and evidence package of the Landlord. The Tenant has not filed any evidence.

Based upon the submitted evidence and the direct testimony of both parties, I am satisfied that the Tenant was properly served with the 10 day notice to end tenancy for unpaid rent by posting it on the rental unit door on June 10, 2011. The Tenant did not pay the rent or file an application for dispute resolution within the allowed 5 days. The Tenant is conclusively deemed to accept that the Tenancy ended on the effective date of the notice. The Landlord has established a claim for an order of possession. The Landlord is granted 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.

The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain \$50.00 from the security deposit in satisfaction of the claim.

Conclusion

The Landlord is granted an order of possession.
The Landlord may retain \$50.00 from 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 27, 2011.

Residential Tenancy Branch