



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNR; MND; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and damages to the rental unit; and to recover the cost of the filing fee from the Tenants.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the rental unit on July 26, 2011. The Landlord provided the tracking numbers for the registered documents.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order?

Background and Evidence

The Landlord gave the following testimony and documentary evidence:

The Landlord provided a copy of the tenancy agreement in evidence. This tenancy began on June 15, 2011. Monthly rent is \$1,500.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$750.00 at the beginning of the tenancy. The Tenant paid prorated rent for Jun 15 to June 30, 2011 in the amount of \$750.00

The Landlord testified that the Tenant paid only \$600.00 towards July rent. On July 7, 2011, the Landlord served the Tenant with a 10 Day Notice to End Tenancy for unpaid rent in the amount of \$900.00, by handing the Notice to the Tenant at the rental unit. The Tenant has not paid any of the outstanding rent to the Landlord.

The Landlord testified that on August 24, 2011, she went to the rental unit and knocked on the front door but no one answered. She testified that she went to the back door and it was open. She walked into the rental unit and saw that the hot water tank and the dryer were gone, along with the bathroom mirror. The Landlord stated that the Tenant's dirty laundry was still in the rental unit and the place was a mess. The Landlord believes that the Tenant has abandoned the rental unit, but she is not certain and requested an Order of Possession.

Analysis

I accept that the Landlord served the Tenant with the Notice to End Tenancy on July 7, 2011. I accept the Landlord's undisputed testimony that the Tenant did not pay any of the arrears within 5 days of receiving the documents. The Tenant has not filed an application to cancel the Notice to End Tenancy. Therefore, pursuant to Section 46(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on July 17, 2011. The Landlord is entitled to an Order of Possession and I make that Order, effective two days after posting the Order on the Tenant's door at the rental unit.

The Landlord's agent has established a monetary claim for unpaid rent in the amount of \$900.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in her application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I dismiss the Landlord's claim for a monetary award for damages, with leave to reapply.

The Landlord has established a monetary award, calculated as follows:

Unpaid rent	\$900.00
Subtotal	\$950.00
Less security deposit	- \$750.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$200.00

Conclusion

The Landlord's application for a monetary award for damages is **dismissed with leave to reapply**.

I hereby provide the Landlord an Order of Possession effective **2 days after posting the Order on the door of the rental unit**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby provide the Landlord a Monetary Order in the amount of **\$200.00** against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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: August 25, 2011.

Residential Tenancy Branch