

## **DECISION**

Dispute Codes      OPR, MNR, 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 for unpaid rent and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

The Landlord stated at the beginning of the hearing that rent due July 1, 2011 was paid July 15, 2011. A receipt was issued for use and occupancy only. The Landlord has withdrawn her application for 2 late rent fees and still requests an order of possession and recovery of the filing fee.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

### Background and Evidence

This tenancy began on August 1, 2010 on a fixed term tenancy for 1 year until July 31, 2011 as shown in the submitted signed tenancy agreement. The monthly rent is \$1,100.00 payable on the 1<sup>st</sup> of each month. A security deposit of \$550.00 was paid August 20, 2010.

The Landlord states that a 10 day notice to end tenancy for unpaid rent was issued to the Tenant on July 4, 2011 by posting on the door. The notice shows an unpaid rental amount of \$950.00 for July 1, 2011. The Landlord has submitted a proof of service document to show that the Tenant was properly served.

The Landlord states that the notice of hearing and evidence packages were served on the Tenant on July 18, 2011 by personally serving the Tenant with this package. The Landlord has provided a proof of service document with the Tenant's signature witnessed by an agent, C.K.

### Analysis

I am satisfied based upon the undisputed testimony of the Landlord and the proof of service document provided that the Tenant was properly served with the notice of hearing and evidence packages on July 18, 2011.

I find that the 10 day notice to end tenancy for unpaid rent was properly served on the Tenant on July 4, 2011. The Tenant did not pay the rent within the allowed 5 days nor did she file an application for dispute. The Landlord states in her direct testimony that the July rent was paid on July 15, 2011 and that a receipt was issued for use and occupancy only. The Tenant is deemed to accept that the Tenancy is at an end. 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.

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

### 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: August 16, 2011.

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Residential Tenancy Branch