

## **Decision**

### **Dispute Codes:**

MNR, OPR, MNSD, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated August 8, 2011, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

The landlord testified that the Notice of Hearing was posted on the tenant's door. However, according to the landlord, he discussed the service personally with the tenant and the tenant confirmed that the Hearing Package was received. Accordingly, I find that the tenant was sufficiently served with the hearing documents in compliance with sections 88 and 89 of the Act. However, the tenant did not appear.

### **Issue(s) to be Decided**

The issues to be determined based on the testimony and the evidence are:

Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent

Whether or not the landlord is entitled to monetary compensation for rental arrears owed and loss of rent

### **Background and Evidence**

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated August 8, 2011 with effective date of August 18, 2011 and a copy of the tenancy agreement. The documents indicated that the tenancy began on July 1, 2011, with rent of \$650.00 per month and at which time the tenant paid a security deposit of \$327.50.

The landlord testified that the tenant failed to pay \$650.00 rent for the month of August 2011 which is being claimed. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

### **Analysis**

Based on the testimony of the landlord, I find that the tenant was personally served with a Notice to End Tenancy for Unpaid Rent . The tenant has not paid the arrears and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim of \$700.00 comprised of \$650.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$327.50 in partial satisfaction of the claim leaving a balance due of \$372.50.

### **Conclusion**

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the Landlord an order under section 67 for \$372.50. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (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: September 15, 2011.

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Residential Tenancy Branch