



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on September 2, 2011, 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. The landlord testified that the tenancy began prior to October 1, 2009, at which time the tenant paid a security deposit of \$187.50. The landlord testified that the tenant fell into arrears over several months. The landlord testified that when the tenant failed to pay the \$375.00 rent due on August 1, 2011 a Ten Day Notice to End Tenancy for Unpaid Rent was issued and posted on the door on August 8, 2010 indicating that the tenant failed to pay \$375.00. The landlord testified that the tenant then failed to pay \$375.00 rent for September 2011. The landlord is seeking compensation of \$750.00 in this application and stated that the remaining accrued arrears that are still owed by the tenant will be pursued in a separate application.

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 served with a Notice to End Tenancy for Unpaid Rent by posting it on the door. 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 in this application of \$800.00 comprised of \$375.00 rental arrears for August, \$375.00 for September and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$187.50 in partial satisfaction of the claim leaving a balance due of \$612.50.

There has been no consideration with respect to rental arrears owed by the tenant , if any, that predate August 2011 and I make no findings on that matter..

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 \$612.50. 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 28, 2011.

Residential Tenancy Branch