



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR OPR

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, and a monetary order.

Although served with the Application for Dispute Resolution and Notice of Hearing on October 4, 2011, by registered mail the tenant did not appear. I find that the tenant was serviced in accordance with the Act.

The landlord's agent gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

Based on the testimony of the landlord's agent, I find that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting on the door on September 21, 2011, which was witnessed. Section 90 of the Act deems the tenant was served on September 24, 2011. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord testified that the tenant has not paid rent in the amount of \$775.00 for September 2011, and \$775.00 for October 2011.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent 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.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court.

I find that the landlord has established a total monetary claim of \$1,550.00 comprised of rent for September 2011, in the amount of \$775 and rent for October 2011, in the amount of \$775.00.

The landlord's agent amended the application to be allowed to keep all or part of the security deposit in partial satisfaction of the claim.

I find that the landlord is entitled to retain the deposit and interest of \$387.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,163.00.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The tenant failed to pay rent and did not file to dispute the Notice to End Tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The landlord is granted an order of possession, may keep the security deposit and interest in partial satisfaction of the claim and is granted a monetary order for the balance due.

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: October 31, 2011.

Residential Tenancy Branch