



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPB, MNR, MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, a monetary order 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 by registered mail on November 15, 2011, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

The landlord gave affirmed testimony and was provided the opportunity to present their 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 for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began March 1, 2011. Rent in the amount of \$600.00 is payable on the first of each month. The tenant paid a security deposit of \$270.00.

Based on the testimony of the landlord, I find that the tenant was served with a one month notice to end tenancy for cause on September 23, 2011, by posting the document to the door of the rental unit. The notice informed the tenant that they had ten days to dispute the notice. The notice also informs the tenant that if they do not dispute the notice within the ten days, it is presumed the tenant has accepted the notice and must move out on the date set out in the notice. The move out date on the notice is October 31, 2011.

The landlord testified she received a cheque from income assistance for a portion of October rent, but the tenant has not paid the balance of \$360.00. The landlord further testified that she has not received any rent for November 2011, and is seeking a monetary order for unpaid rent in the amount of \$960.00.

Analysis

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

The tenant 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 \$1,010.00 comprised of rent owed and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the deposit and interest of \$270.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$740.00.

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

Conclusion

The tenant failed to dispute the one month 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.

The landlord is granted a monetary order for unpaid rent, and may keep the security deposit and interest in partial satisfaction of the claim. I grant 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: November 28, 2011.

Residential Tenancy Branch