

## **Decision**

**Dispute Codes:** OPR, MNR, MND, MNSD, FF

### **Introduction**

This hearing was convened in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent or utilities / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing (the "hearing package"), the tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail.

### **Issues to be decided**

- Whether the landlord is entitled to any or all of the above under the Act, Regulation or tenancy agreement

### **Background and Evidence**

There is no written tenancy agreement in evidence for this month-to-month tenancy, and neither is the start date of tenancy able to be confirmed. Monthly rent of \$650.00 is payable in advance on the first day of each month, and a security deposit of \$325.00 was collected.

Arising from rent which was unpaid when due on October 1, 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent or utilities dated October 3, 2011. The notice was served by way of posting on the tenant's door on that same date. A copy of the notice was submitted into evidence. Subsequently, the tenant made no further payment toward rent and he continues to reside in the unit.

### **Analysis**

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated October 3, 2011. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant 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. Accordingly, I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim of \$1,350.00. This is comprised of \$650.00 in unpaid rent for October, \$650.00 in unpaid rent for November, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$325.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,025.00 (\$1,350.00 - \$325.00).

In the absence of any documentary evidence to support the landlord's claim for costs associated with repairs to certain damage allegedly caused by the tenant, this aspect of the landlord's claim is hereby dismissed.

### **Conclusion**

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,025.00**. This order may be served on the tenant, filed in the Small Claims Court 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*.

DATE: November 9, 2011

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Residential Tenancy Branch