

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This is an application filed by the Landlord for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent, a monetary order request for unpaid rent, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

The Landlord's notice of hearing document package was served by registered mail on December 8, 2011 as shown in the Canada Post Registered Mail Receipt submitted into evidence. The Landlord also states that supplemental evidence was posted on the rental unit door on December 9, 2011. The Landlord states that this extra evidence consists of the RTB Monetary Worksheet, the Canada Post Registered Mail Receipt sent on December 8, 2011, copies of the Tenant's reference letters and an email from the Tenant to the Landlord. I find that all of the evidence submitted by the Landlord to have been properly served and the Tenant was deemed served in accordance with the Act. As to the posted evidence, I find no prejudice to the Tenant in accepting the Landlord's evidence as part of the evidence was submitted by registered mail and the majority of the evidence originated from the Tenant.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Background and Evidence

This Tenancy began on November 15, 2011 on a fixed term tenancy until July 14, 2013 as shown in the submitted copy of the signed tenancy agreement. The monthly rent is \$1,050.00 payable on the 15th of each month. The Landlord states that \$100.00 of the \$525.00 security deposit was paid as noted on the tenancy agreement.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy for unpaid rent dated November 22, 2011 that was posted on the door on the same date. The Landlord has submitted a proof of service document for the notice. The effective date of the notice displayed is December 5, 2011. The notice displays rent was due on November 15, 2011 in the amount of \$1,050.00.

The Landlord states that no rent was received for the beginning of the Tenancy November 15, 2011 to December 14, 2011. The Tenant gave a cheque that was returned as "unable to locate". The Landlord states that this means that no account exists for this cheque. The Landlord has included a "returned item notice" from the bank. The Tenant made an email payment of \$500.00 from "Andru Harrison", which she learned was the Tenant's son. The Landlord has submitted a copy of the interact email letter.

The Landlord states that the Tenant still resides in the rental unit and has made no other payments. The Landlord is seeking recovery of \$550.00 for unpaid November rent and \$1,050.00 December rent which remains unpaid.

Analysis

I accept the Landlord's undisputed testimony and I find that the Tenant was served with a notice to end tenancy for unpaid rent. The Tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed 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. The Tenant must be served with the order of possession. 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.

As for the monetary order, I find that the Landlord has established a claim for \$1,600.00 in unpaid rent. This consists of \$550.00 of the unpaid portion of November rent and \$1,050.00 of unpaid rent for December. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord may retain the \$100.00 partial security deposit payment in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$1,550.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$1,550.00.
The Landlord may retain the partial \$100.00 security deposit.

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: December 20, 2011.

Residential Tenancy Branch