

## **Decision**

**Dispute Codes:** OPR, MNR, 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 / 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**

Pursuant to a written tenancy agreement, the tenancy began on September 1, 2009. Monthly rent of \$950.00 is payable in advance on the first day of each month, and a security deposit of \$475.00 was collected on August 20, 2009.

Arising from rent which remained overdue on October 1, 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent dated October 6, 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 has made no further payment toward rent and 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 6, 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 \$4,175.00. This is comprised of \$2,225.00 as shown on the 10 day notice, \$950.00 in unpaid rent for November, \$950.00 in unpaid rent for December, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$475.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$3,700.00 (\$4,175.00 - \$475.00).

### **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 **\$3,700.00**. Should it be necessary, 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: December 12, 2011

---

Residential Tenancy Branch