



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPB, MNR, MNSD, FF

Introduction

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

The hearing was conducted via teleconference and was attended by two agents for the landlord only. The tenant did not attend.

The landlord provided documentary evidence that the landlord served the tenant with the notice of hearing documents, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on January 17, 2012 in accordance with Section 89. The agents testified that the tenant signed acknowledging receipt of the notice on January 20, 2012. Based on the written submissions and testimony of the landlord, I find that the tenant has been sufficiently served with the hearing documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; for breaching an agreement with the landlord; to a monetary order for unpaid rent; for late fees and to recover the filing fee for this Application, pursuant to Sections 38, 46, 47, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on December 9, 2011 for a 6 month fixed term tenancy beginning on January 1, 2012 for the monthly rent of \$650.00 due on the 1st of each month and a security deposit of \$325.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on January 2, 2012 with an effective vacancy date of January 12, 2012 due to \$650.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of January 2012 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on January 2, 2011 at 11:00 a.m.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

The landlord provided additional documentation showing the tenant had a cat contrary to a handwritten notation in the tenancy agreement stating no pets that was initialled by the landlord and the tenant.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on January 2, 2012 and the effective date of the notice was January 12, 2012. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing, I find the tenant is conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$725.00** comprised of \$675.00 rent and late fees owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$325 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$400.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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*.

Dated: January 26, 2012.

Residential Tenancy Branch