



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, OPC, MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began December 1, 2010. Monthly rent of \$600.00 is payable in advance on the first day of each month, and a security deposit of \$300.00 was paid.

The tenant has been late with full payment of rent for each of the months from July 2011 to January 2012. The landlord's most recent 10 day notice to end tenancy for unpaid rent is dated December 18, 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 in evidence. Subsequently, the tenant has not made full payment of rent and she continues to reside in the unit. During the hearing the parties discussed the tenant's intention to pay the outstanding rent by the end of today. However, in the meantime, a decision will be issued in relation to the circumstances that exist at the time of this hearing.

Finally, while the landlord has ticked a wide range of boxes on his application form, the application appears to concern only an order of possession, a monetary order as compensation for unpaid rent, retention of the security deposit and recovery of the filing fee. There was no discussion about any damage to the unit during the hearing.

Analysis

Based on the documentary evidence and testimony, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated December 18, 2011. The tenant did not pay the full amount of 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 \$2,050.00:

\$200.00: October 2011 – unpaid rent
\$600.00: November 2011 – unpaid rent
\$600.00: December 2011 – unpaid rent
\$600.00: January 2012 – unpaid rent
\$ 50.00: filing fee

I order that the landlord retain the security deposit of \$300.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,750.00 (\$2,050.00 - \$300.00).

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 \$1,750.00. 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*.

Dated: January 16, 2012.

Residential Tenancy Branch