



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38;
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's testimony that despite the tenant having been served with the application for dispute resolution and notice of hearing by leaving a copy at the tenant's residence on December 17, 2011, with an adult who apparently resides with the tenant – the tenant's purported boyfriend by the name of Randy, in accordance with Section 89(2)(c) of the Residential Tenancy Act (the Act), the tenant did not participate in the conference call hearing.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 01, 2011. Rent in the amount of \$1800 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$900. The tenant failed to

pay rent in the month of December and on December 07, 2011 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant still resides in the rental unit and has further failed to pay rent in the month of January 2012. The landlord testified that the rent arrears for December 2011 are now only \$300 from the stated amount in the application. The sum of the landlord's monetary claim is for rent arrears for December 2011 of \$300 and unpaid rent for January 2012 of \$1800 for a total of **\$2100**.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied 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**.

I also find that the landlord has established a monetary claim for unpaid rent. I grant the landlord rent arrears for December 2011 in the amount of \$300. I also grant the landlord unpaid rent for January 2012 in the amount of \$1800. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2150**.

The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears for December 2011	\$300.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and applicable interest <i>to date</i>	-900.00
Total Monetary Award	\$1250.00

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this 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.

I Order that the landlord retain the **deposit** of \$900 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$1250**. If necessary, this order may be 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 04, 2012.

Residential Tenancy Branch