

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, 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, to keep all or part of the security deposit 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 states that the Tenant was served with the notice of hearing documents by Canada Post Registered Mail on December 13, 2011 and has submitted a copy of the receipt. As such, I am satisfied that the Tenant was properly served with the notice of hearing package.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on September 1, 2011 on a fixed term tenancy until August 31, 2012 as shown in the submitted signed tenancy agreement. The monthly rent is \$1,550.00 payable on the 1st of each month. A security deposit of \$750.00 was paid.

The Landlord states that the Tenant was served the 10 day notice to end tenancy for unpaid rent dated December 2, 2011 on December 2, 2011 by posting it to the rental unit door. The notice shows that rent of \$1,550.00 was due on December 1, 2011 and was unpaid. The Landlord states that as of the date of this hearing no rent payments have been received from the Tenant. The stated effective date of the notice is December 12, 2011. The Landlord has provided a proof of service document which was witnessed.

The Landlord states that the Tenant is still in possession of the rental unit and has not paid any rent for January 2012 as well.

Analysis

I accept the Landlord's undisputed testimony and I find that the Tenant was served with a notice to end tenancy for non-payment of 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 upon 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 \$1,550.00 in unpaid rent. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$750.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$850.00. 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 \$850.00. The Landlord may retain the 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: January 03, 2012.

Residential Tenancy Branch