

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession, a monetary order request for unpaid rent, for money owed under the tenancy agreement, 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 and evidence package by registered mail on January 21, 2012 as shown in the submitted copy of the Canada Post Customer Receipt. As such, I am satisfied that the Tenant has been properly served under the Act.

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 May 1, 2007 as shown on the copy of the signed tenancy agreement. The monthly rent was \$800.00 payable on the 1st of each month. A security deposit of \$400.00 was paid. There is also a \$10.00 monthly parking fee.

The Landlord states that the Tenant failed to pay rent for December 2011 of \$800 and a \$10.00 monthly parking fee. On January 4, 2012 the Tenant was served with a 10 day notice to end tenancy for unpaid rent two ways. The notice was first served by posting it on the rental unit door and then later sent on the same day by registered mail as shown by the submitted Canada Post Registered Mail Receipt. The notice dated January 4, 2012 shows an effective move out date of January 20, 2012. The notice shows that rent for December 2011 and January 2012 of \$1,660.00 was due on January 1, 2012. The Landlord's agent, S.A. in direct testimony stated that this amount seems to be a clerical error. The amount showing should be for \$800.00 for rent and \$10.00 for parking for each month for a total of \$1,620.00. The Landlord also seeks to claim

unpaid rent for February 2012 for an additional \$800.00 for rent and \$10.00 for parking. The Landlord states that no rent has been paid as of the date of this hearing.

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 on 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 \$2,400.00 in unpaid rent, \$30.00 for parking fees for the three months (December to February) for a total of \$2,430.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$400.00 security deposit and the \$10.09 in interest which has accrued to the date of this judgement in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$2,069.91. 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 \$2,069.91. 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: February 10, 2012.

Residential Tenancy Branch