



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPR, OPB, MNR, 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 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, a copy of which is not in evidence, the fixed term of tenancy is from August 1, 2011 to July 31, 2012. Monthly rent of \$725.00 is payable in advance on the first day of each month, and a security deposit of \$362.50 was collected.

Arising from rent which remained overdue for December 2011 (\$25.00) and January 2012 (\$725.00), the landlord issued a 10 day notice to end tenancy for unpaid rent dated January 3, 2012. 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 made no further payment toward rent and continues to reside in the unit.

### Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated January 3, 2012. The tenant did not pay the 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 \$820.00. This is comprised of \$25.00 in unpaid rent for December 2011, \$725.00 in unpaid rent for January 2012, a \$20.00 fee assessed for late payment of January's rent (pursuant to the tenancy agreement), in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$362.50, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$457.50 (\$820.00 - \$362.50).

### Conclusion

I hereby issue an order of possession in favour of the landlord effective **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 \$457.50. 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: February 01, 2012.

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Residential Tenancy Branch