



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 scheduled in response to the landlord's original application for an order of possession / a monetary order as compensation for unpaid rent / and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony. The landlord's request to amend his original application to include permission to retain the security deposit is granted.

Despite being personally served with the application for dispute resolution and notice of hearing (the "hearing package") on January 23, 2012, the tenant did not appear.

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

There is no written tenancy agreement in evidence for this month-to-month tenancy which began on December 1, 2011. Monthly rent of \$1,300.00 is payable in advance on the first day of each month, and a security deposit of \$650.00 was collected.

Arising from rent which remained unpaid when due on January 1, 2012, the landlord issued a 10 day notice to end tenancy for unpaid rent dated January 9, 2012. The notice was served in person on the tenant on that same date. A copy of the notice was submitted in evidence. Subsequently, the tenant has made no further payment toward rent, and the landlord is unable to confirm whether or not the tenant still presently continues to reside in the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated January 9, 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 \$1,350.00, which is comprised of unpaid rent for January 2012 in the amount of \$1,300.00, and the \$50.00 filing fee. I order that the landlord retain the security deposit of \$650.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$700.00 (\$1,350.00 - \$650.00).

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 **\$700.00**. 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 02, 2012.

Residential Tenancy Branch