



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNR, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated January 2, 2012 and a monetary order for rent owed and late fees.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on January 25, 2012, the tenant did not appear.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence are:

Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent

Whether or not the landlord is entitled to monetary compensation for rental arrears owed and late fees.

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated January 2, 2012 with effective date of January 13, 2012, a copy of the resident ledger and a copy of the tenancy agreement. The landlord testified that the tenancy began on January 9, 2011 at which time the tenant paid a security deposit of \$347.50. The landlord testified that the tenant failed to pay \$695.00 rent for January 2012 and a Ten Day Notice to End Tenancy for Unpaid Rent was issued. The landlord testified that the tenant subsequently made a partial payment of \$450.00 which was accepted for use and occupancy only. The landlord testified that the tenant is now in arrears of \$245.00 and \$20.00 late fee for January 2012, and \$724.00 and \$20.00 late fee for February 2012 amounting to a total of \$1,009.00 which is being claimed. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by posting it on the door. The tenant has not paid the arrears and did not apply to dispute the Notice and 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. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim of \$1,059.00, comprised of \$969.00 in accrued rental arrears, \$40.00 late fees and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$347.50 in partial satisfaction of the claim, leaving a balance due of \$711.50.

Conclusion

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the Landlord an order under section 67 for \$711.50. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) 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 14, 2012.

Residential Tenancy Branch