



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on unpaid rent and a one month Notice to End Tenancy for cause, a monetary order for unpaid rent, damage to the rental unit and for other compensation under the Act or tenancy agreement, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified she served the Tenant with the Application and Notice of Hearing by registered mail, sent on March 14, 2012. Under the Act this mail is deemed served five days later. Despite this, the Tenant did not appear at the hearing. I find the Tenant has been duly served under the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

### Background and Evidence

Based on the affirmed testimony of the Landlord, I find that the Tenant was personally served with a Notice to End Tenancy for non-payment of rent on March 2, 2012. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Landlord testified that the Tenant did not pay the rent of \$895.00. The Landlord also testified that the Tenant has damaged the lawn at the rental unit. The Landlord testified that other people may be occupying the rental unit.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the outstanding rent 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.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of **\$945.00** comprised of \$895.00 in unpaid rent and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposit and interest of \$447.50 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$497.50**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

I dismiss the other monetary claims of the Landlord, since these are premature, and grant the Landlord leave to reapply for these. As the tenancy is ending due to the 10 day Notice to End Tenancy for unpaid rent, it is not necessary to examine the one month Notice to End Tenancy for cause.

This decision is final and binding on the parties, except as provided under the act, and 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: April 02, 2012.

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Residential Tenancy Branch