

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, 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 Canada Post Registered Mail on April 25, 2012 and has submitted a copy of the Canada Post Customer Receipt as evidence. As such, I am satisfied that the Tenant was properly served with the notice of hearing and evidence under the Act and the Tenant is deemed to have been served 5 days later on April 30, 2012.

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 July 15, 2011 on a month to month basis as shown by the submitted signed copy of the tenancy agreement. The monthly rent is \$500.00 payable on the 1st of each month and a security deposit of \$250.00 was paid.

The Landlord served a 10 day notice to end tenancy for unpaid rent dated February 7, 2012 in person to the Tenant and has provided a proof of service document which states that the Tenant was served in person on February 7, 2012 with a witness. The notice shows the effective date of the notice to be February 16, 2012 and that rent of \$500.00 was due on February 1, 2012 and was not paid.

The Landlord seeks a monetary order for \$2,000.00 as the Tenant has failed to pay any rent for February, March, April and May at \$500.00 per month. The Landlord states that the Tenant is still in possession of the rental unit and has not made any attempts to pay the rent.

Analysis

I accept the Landlord's undisputed testimony that the Tenant was served with the 10 day notice to end tenancy for unpaid rent dated February 7, 2012. 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 upon 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 unpaid rent. As the Tenant is still in possession of the rental unit, I find that the Landlord is entitled to unpaid rent of \$2,000.00 for the 4 months of February, March, April and May at \$500.00 per month. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$250.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$1,800.00.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$1,800.00. 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: May 15, 2012.

Residential Tenancy Branch