

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, 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, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement 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 in person on April 12, 2012. I accept the undisputed testimony of the Landlord and find that the Tenant was served with the notice of hearing and evidence on April 12, 2012 as deemed under the Act.

### **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 December 9, 2011 on a fixed term tenancy until January 1, 2012 as shown in the submitted copy of the signed tenancy agreement. The monthly rent is \$975.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$487.50 was paid on December 15, 2011.

The Landlord states that a 10 day notice to end tenancy for unpaid rent dated April 2, 2012 was personally served on the Tenant on the same day. The Landlord states that the notice was witnessed by her husband as the Tenant was personally handed the notice at the rental unit door. The Landlord states that since the notice was served, the Tenant has made no rent payments up to including the date of the hearing.

During the hearing the Landlord states that she received a telephone message from the Tenant stating that the keys to the rental unit were placed in her mailbox on the date of

the hearing. The Landlord confirms this, but states that she has not been able to check if the Tenant has vacated the rental unit.

The Landlord seeks an order of possession as she is unsure if the Tenant has truly vacated the unit and a monetary order for the unpaid rent for April 2012 of \$975.00.

### Analysis

I accept the undisputed testimony of the Landlord and find that the Tenant was served with a 10 day notice to end tenancy for unpaid rent by the Landlord on April 2, 2012. The Tenant has failed to pay the full rent or file an application for dispute resolution to dispute the notice within the allowed time period. The Tenant is conclusively presumed to have accepted that the Tenancy is at an end on the effective date on the notice of April 12, 2012. Based on 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 \$975.00 of unpaid rent for April of 2012 based upon the 10 day notice to end tenancy for unpaid rent. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$487.50 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$537.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted an order of possession and a monetary order for \$537.50. 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 01, 2012.

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Residential Tenancy Branch