



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord testified that she served the tenant with the application for dispute resolution and notice of hearing (the "Hearing Documents") by registered mail sent on May 10, 2012. She testified that she has not seen the tenant recently, but has communicated with her extensively via text messaging, through which the tenant advised that she was currently in Europe. The landlord stated that she told the tenant about the hearing and that the tenant arranged for an agent to collect the registered letter, which was signed for at Canada Post on May 11, 2012. I am satisfied that the tenant had actual knowledge of the hearing and the hearing proceeded in her absence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on or about September 1, 2011. Rent in the amount of \$1,550.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$775.00. The tenant failed to pay rent in the month of February and on February 19, 2012 the landlord served the tenant with a notice to end tenancy by posting the notice to the door of the rental unit. The landlord testified that the tenant told her that she had seen the notice but not read it in detail. The tenant further failed to pay rent in the months of March, April and May.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant did not pay rent for the month of February. I find that the landlord posted the notice to end tenancy on February 19 and that the tenant is deemed to have received the notice 3 days later on February 22. 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 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 is entitled to recover the unpaid rent for the months of February – May inclusive as well as the \$50.00 filing fee paid to bring this application. I order that the landlord retain the \$775.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$5,475.00. 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 \$5,475.00. The landlord will 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 29, 2012

Residential Tenancy Branch