



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "*Act*"), seeking an order of possession for unpaid rent or utilities; a monetary order for unpaid rent or utilities and to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee.

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

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The landlord provided affirmed testimony that the Notice was served on the tenant by registered mail on May 16, 2012. The landlord also provided a registered mail receipt as documentary evidence prior to the hearing. I find the tenant was served in accordance with the *Act*.

Preliminary and Procedural Matters

The landlord testified that in addition to the rent owed for May 2012, the tenant has subsequently not paid the rent for June 2012. As a result, the landlord requested to amend the application to include rent owed for June 2012. The landlord also stated that the tenant continues to occupy the rental unit. As this request to amend the application does not prejudice the respondent tenant as the tenant would be aware that rent is due pursuant to the tenancy agreement, I amend the application to \$2,640.00, which consists of \$1,320.00 rent for the months of May and June 2012.

Issue(s) to be Decided

- Should the landlord be granted an order of possession?
- Should the landlord be granted a monetary order?
- Should the landlord recover the filing fee?

Background and Evidence

The landlord provided a copy of the signed tenancy agreement as evidence. The tenancy agreement states the tenancy was a 1 year fixed term tenancy which began on January 1, 2012, and was scheduled to end on December 31, 2012. According to the

written tenancy agreement, monthly rent in the amount of \$1,320.00 was due on the first day of each month.

The landlord stated that the tenant continues to occupy the rental unit. As a result, he is seeking an order of possession.

The landlord provided copies of the tenancy agreement; 10 Day Notice to end Tenancy for Unpaid Rent or Utilities; and a registered mail receipt as evidence for this proceeding.

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, I find that the tenant was served with the Notice in accordance with the *Act*. The tenant has not paid the outstanding rent and has not applied 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.

I find the landlord has proven their claim for unpaid rent on the balance of probabilities and is entitled to a monetary order and to the recovery of the filing fee as the landlord was successful in their application.

Conclusion

I find that the landlord has proven his claim and is, therefore, entitled to an order of possession effective **two days** after service upon the tenants. This order must be served on the tenants and may be enforced in the Supreme Court of British Columbia.

I find that the landlord has established a total monetary claim of \$2,690.00 comprised of \$2,640.00 for May and June 2012 rent (\$1,320.00 per month) and the \$50.00 filing fee paid by the landlord for this application. I order that the landlord retain the deposit and interest of \$660.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$2,030.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise 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: June 6, 2012

Residential Tenancy Branch