

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, a monetary request for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to retain 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 Tenant has submitted no documentary evidence. The Landlord states that the Tenant was personally served with the notice of hearing on June 12, 2012 with a witness, A.M. The Landlord re-served the Tenant with an amended notice to end tenancy in person on June 19, 2012 again with the same witness. I am satisfied based upon the undisputed testimony of the Landlord that the Tenant was properly served with the notice of hearing and evidence package submitted 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, Evidence and Analysis

This Tenancy began on April 15, 2011 on a month to month basis as shown on the submitted copy of the signed tenancy agreement. The monthly rent is \$933.00 payable on the 1st of each month and a security deposit of \$447.50 was paid on March 15, 2011.

The Landlord states that the Tenant was served a 10 day notice to end tenancy for unpaid rent dated June 3, 2012 of \$933.00 that was due on June 1, 2012. The effective date of the notice displayed is June 13, 2012. The Landlord has also provided a copy of a proof of service document which states that the notice was served on the Tenant in person with a witness on June 3, 2012.

The Landlord seeks an order of possession for unpaid rent as of the date of this hearing the Tenant is still in possession of the rental and has not paid any rent.

The Landlord also seeks a monetary order for unpaid rent of \$933.00 and to be able to retain the \$447.50 security deposit to offset this claim.

I accept the undisputed testimony of the Landlord and I find that the Tenant was served with the notice to end tenancy for unpaid rent. 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 is 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 requests, I dismiss with leave to reapply the Landlord's application for compensation of loss of rental income as I deem that to be premature at this time. The Landlord has established a claim for unpaid rent of \$933.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$447.50 security deposit in partial satisfaction of the claim and I order a monetary order under section 67 for the balance due of \$535.50. 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 \$535.50. 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: June 29, 2012.

Residential Tenancy Branch