



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, 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 due to unpaid rent, a monetary order for unpaid rent and to recover the filing fee.

The landlord and his representative appeared and gave affirmed testimony.

The landlord testified that the tenant was served with the application for dispute resolution and notice of hearing by registered mail on May 16, 2012. The landlord supplied testimony of the tracking number of the registered mail.

I find the tenant was served in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord and his representative were provided the opportunity to present their evidence orally and in documentary form.

Issue(s) to be Decided

Have the tenants breached the Residential Tenancy Act (the "Act") or tenancy agreement, entitling the landlords to an Order of Possession and monetary relief?

Background and Evidence

The landlord submitted that this month to month tenancy began on November 1, 2010, monthly rent is \$1000.00, and a security deposit of \$500.00 was paid by the tenant at the beginning of the tenancy, on or about October 20, 2010.

The landlord gave affirmed testimony and supplied evidence that on May 5, 2012, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by posting on the door. The Notice stated the amount of unpaid rent was \$1000.00. Documents served in this manner are deemed served three days later under section 90 of the Act. Thus the effective vacancy date of May 15, 2012, listed on the Notice is automatically corrected to May 18, 2012.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the tenant had five days to dispute the Notice.

I have no evidence before me that the tenant applied to dispute the Notice.

The landlord submitted that the tenant did not make any further rent payments and moved out of the rental unit sometime around May 26; however the tenant did not remove all her personal property.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

I find that the landlord no longer requires an order of possession due to the tenant having vacated the rental unit.

I find that the landlord has established a total monetary claim of **\$1050.00** comprised of unpaid rent of **\$1000.00** for May 2012, and the **\$50.00** filing fee paid by the landlord for this application.

I am enclosing the monetary order for \$1050.00 with the landlord's Decision. This order is a **final, legally binding order**, and may be filed in the Provincial Court of British Columbia (Small Claims) should the tenant fail to comply with this monetary order.

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 08, 2012.

Residential Tenancy Branch